

NOTICE

NO HAND-CARRIED or MAILED PROPOSALS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand-carried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances, the Procurement Division for the Architect of the Capitol will only accept offers proposals via FEDEX or UPS **NOT** to use same day delivery. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS at the delivery point. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS. All UPS and FEDEX deliveries are to be made to the Ford House Office Building at the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Carolyn Horne
Room H2-263
Second and "D" Streets, SW.
Washington, DC 20515

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO. GA060166		PROJECT NO.	PAGE OF PAGES 1 103
1. CONTRACT NO.		2. SOLICITATION NO. AOC RFP 060106	3. TYPE OF SOLICITATION NEGOTIATED (RFP)	4. DATE ISSUED: MAY 31, 2006	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol – PROCUREMENT DIVISION Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: (CAROLYN HORNE)(202) 226-1940 Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: OPERATION AND MAINTENANCE SERVICES -ALTERNATE COMPUTER FACILITY - WASHINGTON-VIRGINIA METRO AREA					

SOLICITATION

7. Sealed offers in Original and 2 complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 3:00 P.M. local time, JULY 14, 2006 . CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: CAROLYN HORNE	TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-1940

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER ID NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: AOC ACCOUNTING DIVISION Fax 202-226-2580
22. NAME OF CONTRACTING OFFICER (Type or print) CAROLYN A. HORNE		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		24. AWARD DATE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

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B.1 GENERAL PURPOSE

B.1.1 The Contractor shall provide all management, administrative, and technical support, supervision, labor, personnel, materials, supplies, repair parts, tools, and equipment (except as otherwise specified herein), necessary to plan, schedule, coordinate, and carry-out all facilities management, operation and maintenance, architectural, engineering, mechanical, electrical, maintenance, repair functions to all building systems, as well as landscaping and grounds maintenance, pest control, housekeeping, water treatment, snow removal services, and other reimbursable services at the Alternate Computer Facility in Manassas, VA as specified within this statement of work (SOW).

B.2 PRICING INFORMATION

B.2.1 Section B provides the prices to be paid for the supplies and services as described in Section C, Statement of Work.

B.2.2 Contract Line Item Numbers (CLINs) 0001 through 0007 are for the Base Year of contract performance and Clin's 0008-0035 are for optional year(s) contract performance.

CLINs 0008 through CLINs 0014 - 1st Option year
CLINs 0015 through CLINs 0021 - 2nd Option year
CLINs 0022 through CLINs 0028 - 3rd Option year
CLINs 0029 through CLINs 0035 - 4th Option year

B.2.3 The following descriptions are furnished to provide a clear understanding of the requirements of the various Contract Line Item Numbers (CLINs):

CLIN(s) 0001-0003, 0008-0010, 0015-0017, 0022-0024, and 0029-0031 shall be used to identify the fixed costs associated with providing the related services.

CLIN(s) 0004-0007; 0011-0014; 0018-0021;0025-28; and 0032-0035 shall be funded with an estimated not-to-exceed ceiling dollar amount as necessary.

CLIN(s) 0005, 0012, 0019, 0026, and 0033 *shall be used for Infrastructure Repair Orders* that exceed the \$2,500 threshold and Small Project Work that

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

will be funded only after receipt and acceptance of a cost proposal from the Managing Contractor.

B.2.4 CLIN(s) 0002, 0009, 0016, 0023, 0030 - *OPERATIONS AND MAINTENANCE:*

This price shall include all costs (except as noted elsewhere) associated with the daily operations and preventative/predictive maintenance and repair of the ACF in accordance with the Statement of Work, Section C.6 to include: building structures, building and site infrastructures, utility systems, heating, ventilation and air conditioning (HVAC), electrical, plumbing, DDC and other control systems, fire safety and monitoring systems, emergency electrical systems, and all normal, urgent, and emergency service calls on a 24-hour -7-day per week - 365 day per year basis.

B.2.5 CLIN(s) 0003, 0010, 0017, 0024, 0031 - *LANDSCAPING & GROUNDS MAINTENANCE:*

This price shall include all costs (except as noted elsewhere) associated with the upkeep of the ACF site in accordance with the Statement of Work, Section C.7 to include: lawn, shrub, and tree maintenance; pest and weed control; irrigation and irrigation systems maintenance; debris clearing; and maintenance of landscaping beds and decorative structures.

B.2.6 CLIN(s) 0004, 0011, 0018, 0025, 0032 - *SNOW REMOVAL*

This not to exceed (NTE) dollar (\$) amount which includes reimbursement costs for the labor and equipment necessary for clearing and removal of snow and ice and surface treatment services performed in accordance with the Statement of Work, Section C.8.

B.2.7 CLIN(s) 0005, 0012, 0019, 0026, 0033 - *INFRASTRUCTURE REPAIR ORDERS:*

The Contractor will submit a proposal to the Government for any and all costs associated with, but not limited to, all labor, management, materials, supplies, equipment, administrative overhead, and profit necessary to perform infrastructure repairs in excess of \$2500 per the Statement of Work, Section C.5.20.1 at the time the need arises.

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B.2.8 CLIN(s) 0006, 0013, 0020, 0027, 0034 - DESIGN-BUILD PROJECTS:

The Contractor shall submit a proposal to the Government for any and all costs associated with, but not limited to, labor, management, materials, supplies, equipment, administrative overhead, and profit necessary to perform design-build project work per the Statement of Work, Section C.9 at the time the need arises.

B.2.9 CLIN(s) 0007, 0014, 0021, 0028, 0035 - SPARE PARTS, MATERIALS, SUPPLIES AND EQUIPMENT:

This not to exceed (NTE) dollar (\$) amount which includes all reimbursable costs associated with the Contractor's purchase of replacement or spare parts, supplies, materials, plants and garden/snow treatment chemicals used in support of this contract in accordance with the Statement of Work, Section C.5.11 The Contractor shall submit paid receipts (as attachments to his monthly invoice) in support of purchases made against this CLIN.

B.2.11 Pricing for CLIN(s) listed under B.2.6, B.2.7, and B.2.8:

Prices for these CLIN(s) must be provided (Attachment J.18) by each offeror for each 12 month period, i.e., Base Year and Option Years 1 through 4. Prices proposed by the successful offeror and accepted at time of award will be binding on the successful offeror as the unit prices to be used for all reimbursable costs, and work order proposals under subject CLIN(s).

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BASE YEAR

CLIN	Description	QTY.	U/M	Unit Cost	Total
0001	Facilities Management Services in accordance with Section C.5 of the SOW	12	MO	\$	\$
0002	Operations and Maintenance Services in accordance with Section C.6 of the SOW	12	MO	\$	\$
0003	Landscaping and Grounds Maintenance Services in accordance with Section C.7 of the SOW	12	MO	\$	\$
0004	Snow Removal Services in accordance with Section C.8 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0005	Infrastructure Repair Orders exceeding \$2,500 in accordance with Section C.5.20.1 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0006	Design Build Project Work in accordance with Section C.9 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0007	Spare Parts, Materials and Supplies costs in accordance with Section C.5.20.1 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
TOTAL BASE YEAR CONTRACT PRICE:				\$ _____	

**SECTION B
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CLIN	Description	QTY.	U/M	Unit Cost	Total
0008	Facilities Management Services in accordance with Section C.5 of the SOW	12	MO	\$	\$
0009	Operations and Maintenance Services in accordance with Section C.6 of the SOW	12	MO	\$	\$
0010	Landscaping and Grounds Maintenance Services in accordance with Section C.7 of the SOW	12	MO	\$	\$
0011	Snow Removal Services in accordance with Section C.8 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0012	Infrastructure Repair Orders exceeding \$2,500 in accordance with Section C.5.20.1 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0013	Design Build Project Work in accordance with Section C.9 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0014	Spare Parts, Materials and Supplies costs in accordance with Section C.5.20.1 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
TOTAL OPTION YEAR ONE CONTRACT PRICE:				\$ _____	

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SUPPLIES OR SERVICES AND PRICES/COSTS**

CLIN	Description	QTY.	U/M	Unit Cost	Total
0015	Facilities Management Services in accordance with Section C.5 of the SOW	12	MO	\$	\$
0016	Operations and Maintenance Services in accordance with Section C.6 of the SOW	12	MO	\$	\$
0017	Landscaping and Grounds Maintenance Services in accordance with Section C.7 of the SOW	12	MO	\$	\$
0018	Snow Removal Services in accordance with Section C.8 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0019	Infrastructure Repair Orders exceeding \$2,500 in accordance with Section C.5.20.1 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0020	Design Build Project Work in accordance with Section C.9 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0021	Spare Parts, Materials and Supplies costs in accordance with Section C.5.20.1 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
TOTAL OPTION YEAR TWO CONTRACT PRICE: \$ _____					

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

CLIN	Description	QTY.	U/M	Unit Cost	Total
0022	Facilities Management Services in accordance with Section C.5 of the SOW	12	MO	\$	\$
0023	Operations and Maintenance Services in accordance with Section C.6 of the SOW	12	MO	\$	\$
0024	Landscaping and Grounds Maintenance Services in accordance with Section C.7 of the SOW	12	MO	\$	\$
0025	Snow Removal Services in accordance with Section C.8 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0026	Infrastructure Repair Orders exceeding \$2,500 in accordance with Section C.5.20.1 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0027	Design Build Project Work in accordance with Section C.9 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0028	Spare Parts, Materials and Supplies costs in accordance with Section C.5.20.1 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
TOTAL OPTION YEAR THREE CONTRACT PRICE: \$ _____					

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CLIN	Description	QTY.	U/M	Unit Cost	Total
0029	Facilities Management Services in accordance with Section C.5 of the SOW	12	MO	\$	\$
0030	Operations and Maintenance Services in accordance with Section C.6 of the SOW	12	MO	\$	\$
0031	Landscaping and Grounds Maintenance Services in accordance with Section C.7 of the SOW	12	MO	\$	\$
0032	Snow Removal Services in accordance with Section C.8 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0033	Infrastructure Repair Orders exceeding \$2,500 in accordance with Section C.5.20.1 of the SOW	<u>As Required</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0034	Design Build Project Work in accordance with Section C.9 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
0035	Spare Parts, Materials and Supplies costs in accordance with Section C.5.20.1 of the SOW	<u>Reimbursable</u>	1 Lot	In accordance with Attachment J.18, Work Order Price List	<u>Not to Exceed</u>
TOTAL OPTION YEAR FOUR CONTRACT PRICE:				\$ _____	

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PERFORMANCE PERIODS AND CUMULATIVE PRICING PAGE

PERIOD	CLINS	PERIOD OF PERFORMANCE
BASE	0001-0007	8 October 2006 through 7 October 2007
OPTION 1	0008-0014	8 October 2007 through 7 October 2008
OPTION 2	0015-0021	8 October 2008 through 7 October 2009
OPTION 3	0022-0028	8 October 2009 through 7 October 2010
OPTION 4	0029-0035	8 October 2010 through 7 October 2011

CUMULATIVE PRICING TOTALS

BASE YEAR TOTAL \$ _____

OPTION YEAR 1 TOTAL \$ _____

OPTION YEAR 2 TOTAL \$ _____

OPTION YEAR 3 TOTAL \$ _____

OPTION YEAR 4 TOTAL \$ _____

CUMULATIVE TOTAL \$ _____

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INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

E.1.1 The Contracting Officer, or the Contracting Officer's duly authorized representative, will inspect and accept the supplies and/or services to be provided under this contract.

E.1.2 Inspection and acceptance will be performed at the Alternate Computer Facility site located in the Washington D.C./Virginia Metro Area.

E.2 CLAUSES INCORPORATED BY REFERENCE

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4

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SECTION C

STATEMENT OF WORK/DESCRIPTIONS/SPECIFICATIONS

C.1 BACKGROUND

This requirement is for facilities management; operations and maintenance; water treatment; housekeeping; landscaping and grounds maintenance; snow removal; pest control; elevator and lift maintenance and other services as necessary for the operation of a mission critical facility in the Washington, D.C. metropolitan area. The complex houses mission critical data centers, offices, conference rooms and a cafeteria that are temperature and humidity controlled spaces, restrooms, storage areas and 2 loading docks. Due to the sensitive nature of the environmental control requirements of the facility, preventive and predictive maintenance procedures must be focused on reducing facility services, equipment down time, and mission outages to the absolute minimum. The complex consists of between 250,000 and 500,000 square feet of building space on a campus of between 75 and 130 acres.

C.2 ABBREVIATIONS AND DEFINITIONS

For abbreviations and definitions of terms used throughout this statement of work, see SECTION J Attachment 2, Abbreviations and Definitions.

C.3 OVERALL CONTRACTOR RESPONSIBILITIES

C.3.1 Performance Levels:

This Statement of Work (SOW) provides for a full range of operational and maintenance support to the facility and is intended to provide the Contractor only general guidance and information concerning the scope of work to be performed during the term of the contract. It is not an all inclusive list and the Contractor may be required to perform other tasks as necessary to properly maintain all on-site systems. This SOW also provides the minimum levels of services that the Contractor must provide. They are not intended to be, nor shall they be construed as, either the maximum performance levels or limitations on the effort that the Contractor must expend to accomplish the desired level of performance to ensure operation and maintenance of the building at the highest industry standards for this type of facility. The Contractor shall use his best judgment, skill and care in the management, operation and maintenance of the facility site. At a minimum, the Contractor shall take all steps and measures that a prudent building owner would take to maximize the life expectancy of the property. Determination of the man-hours or labor hours required to perform the work is solely the responsibility of the Contractor unless specific requirements are given. No statement in these requirements shall be construed as being contrary to this Contractor responsibility.

C.3.2 Performance Requirements:

The Contractor is required to manage, operate and maintain the facility on a 24/7 schedule in accordance with this statement of work. Absent definitive requirements, the Contractor

SECTION C

STATEMENT OF WORK/DESCRIPTIONS/SPECIFICATIONS

will operate and maintain the facility in a manner that is consistent with industry and applicable manufacturer's standards and practices for a Building Owners and Managers Association (BOMA) International Class A building with high quality standard finishes, state of the art systems, and a national prominence. Maintaining the environmental systems, building controls, and life safety equipment in a maximum operating condition is of paramount importance. The Contractor shall perform all work and services in a manner that meets all applicable Federal, State, and Local laws, codes, regulations and standards. The Contractor shall integrate and coordinate all work requirements in this statement of work. He shall also be fully responsible and accountable for its safe accomplishment whether performed by his own personnel or subcontractors.

C.4 GENERAL REQUIREMENTS

C.4.1 Authority to Represent Contractor:

The Contractor shall designate a Project Manager in writing who will act as the on-site representative for the Contractor and serve as the single point of contact for the COTR. The Project Manager will be authorized to act on the Contractor's behalf in all matters pertaining to this project and be responsible for overall contract performance. The Project Manager's responsibilities shall include: formulating and enforcing work standards; assigning work tasks; scheduling and coordinating work; reviewing work discrepancies; supervising Contractor personnel and subcontractors; communicating policies, purposes, and goals of the Contractor's organization; quality control; and customer satisfaction. The appointment of the Project Manager is subject to the approval of the COTR. Additionally, the Contractor shall designate a person in writing who will act as its Corporate Sponsor for this project. The Corporate Sponsor shall be contacted in the event that the Project Manager is unable to resolve an issue that affects the quality, pricing or success of the project.

C.4.2 Key Personnel, Staffing and Subcontractor Management:

C.4.2.1 Key Personnel:

The Contractor will furnish the following key personnel to be on-site in a full-time capacity for the duration of the project:

1. Project Manager
2. Chief Engineer
3. Administrative Assistant
4. 24/7 Shift Engineers 1 per shift
5. Lead HVAC Mechanic
6. Electrician
7. Maintenance Technician
8. Instrumentation and Control Technician
9. CAFM Coordinator/Maintenance Planner

C.4.2.2 Staffing:

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The Contractor will furnish the COTR with a staffing plan per SECTION J, Attachment 4 Schedule of Deliverables. It will include the resumes of all key personnel for approval. During the life of the project, changes to key personnel shall require COTR approval prior to employment on the contract. The COTR shall have the right to reject any proposed replacement staff and request another replacement. Other personnel/skills that are required to support the project, including general maintenance mechanics, contracts coordinator, logistical support/procurement, and administrative assistant/ facility center help desk, should also be shown on the staffing plan as well as any specialty subcontractors required. The above list does not limit the number or type of personnel and subcontractors that may be needed for the performance of the work, nor does it imply that a dedicated employee must be furnished for each of the skills required by this paragraph. The staffing plan should also show shifts for 24/7 coverage.

C.4.2.3 Subcontractor/Supplier Management:

The Contractor shall also furnish to the COTR his subcontractor/supplier management plan per SECTION J, Attachment 4, Schedule of Deliverables. This plan will detail the services to be furnished through subcontracts or suppliers and provide information demonstrating the provider's qualifications. A copy of all subcontracts will be kept on site and be made available for the COTR's review.

C.4.3 Contractor Employee Qualifications and Training:

C.4.3.1 Qualifications:

All Contractor personnel assigned to perform work at the facility shall be qualified for the work being performed and be licensed by the applicable state licensing regulations as required. A copy of the professional license for each tradesman assigned to the contract shall be maintained at the site. The Contractor shall also maintain a copy of all subcontractors' professional/contractor licenses at the site. The qualifications for individual tradesmen and support staff are:

- A. HVAC Mechanic (maintenance or construction tradesman): Evidence of experience and qualifications at the Master level.
- B. Elevator Technician: Must be a certified elevator technician (CET) by the National Association of Elevator Contractors (NAEC.)
- C. Plumber: Evidence of experience and qualifications at the Journeyman level in another state or five years experience.
- D. Electrician: Evidence of experience and qualifications at the Master level.
- E. Maintenance Technician: Evidence of experience and qualifications at the Journeyman level or higher.

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- F. Instrumentation and Control Technician:**
 - 1. Maintenance Technician: NICET Level III certification or higher.**
 - 2. Construction Tradesman: NICET Level IV certification.**
- G. Painter: Evidence of experience and qualifications at the Journeyman level in another state or five years experience.**
- H. Carpenter: Evidence of experience and qualifications at the Journeyman level in another state or five years experience.**
- I. Steel Worker: Evidence of experience and qualifications at the Journeyman level in another state or five years experience.**
- J. Pipefitter/Welder:**
 - 1. Maintenance Technician: Evidence of experience and qualifications at the Journeyman level or higher.**
 - 2. Construction Tradesman: Evidence of experience and qualifications at the Master level.**
- K. Fire Systems/Special Hazards Suppression Technician:**
 - 1. Maintenance Technician: NICET Level III certification or higher.**
 - 2. Construction Tradesman: NICET Level IV certification.**
- L. Administrative Assistant: Proficient with Microsoft Office applications as well as Power Point.**
- M. CAFM Coordinator/Maintenance Planner: Proficient with FC Version 7.3 or 8.3, MS Access database program, MS Office applications and Power Point.**
- N. CAD Coordinator/Designers: Proficient with MicroStation Version 7 or 8 and familiar with Autocad 2000. Minimum five years experience in their discipline. Proficient with MS Office applications.**
- O. Professional Architects and Engineers: Licensed by the applicable state. Senior level personnel must have a minimum of 10 years experience in their discipline. Junior level personnel must have a minimum of 5 years experience in their discipline.**
- P. Chief Building Engineer: Must have 10 to 15 years experience in facilities operations and maintenance with at least five of those years supervising technicians in the maintenance of similar systems and a central plant such as the facility. Appropriate industry certification from: International Facility Management Association (IFMA); Building Owners and Managers Institute (BOMI); or Association for Facilities Engineering (AFE) is highly desirable.**

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- Q. Project Manager:** Must have 10 to 15 years experience in facilities engineering/operations and maintenance with at least five of those years in a managerial position of responsibility for the operations of a facility with similar systems and central plant as the facility. A mechanical background, Professional Registration for Engineers/Architects, or appropriate industry certification from: International Facility Management Association (IFMA); Building Owners and Managers Institute (BOMI); or Association for Facilities Engineering (AFE) is highly desirable.

Note: Only the crew lead is required to possess a Master level qualification or NICET Level IV certification for that individual trade. The rest may be a mix of journeyman and apprentice, or NICET Level III/II technicians.

C.4.3.2 Training:

The Contractor shall maintain a training plan to ensure that all personnel receive up to date training for their area of expertise and submit a copy of it to the COTR per Schedule J Attachment 4 Schedule of Deliverables. Training shall also meet the requirements of ANSI Z490.1-2001, Accepted Practices in Safety, Health and Environmental Training. To the extent available, facilities may be used for staff training. Use of these areas will be coordinated through the COTR.

C.4.4 Coordination and Scheduling of Work:

The Contractor is responsible for coordinating and scheduling the work in order to minimize the disruption of facility services and tenant operations. This is especially important for critical system or elevator maintenance. Notices will be provided to all occupants affected by the work and signs will be posted so facility staff will have an opportunity to prepare. A daily coordination meeting will be held with the COTR to discuss the major activities planned for the day. In addition, the Contractor shall coordinate maintenance and repairs with the utility companies and municipality as required. Furniture and portable office equipment in the immediate area of the work to be performed shall be protected or removed by the Contractor as necessary.

C.4.5 Security, Site Access and Parking Requirements:

The Contractor will ensure that all personnel assigned to perform work at the facility will comply with all site security requirements. The Contractor shall be responsible for obtaining/maintaining the necessary security clearances required by the agency for each employee prior to their beginning work at the facility. Loss of security clearance will be grounds for an employee's removal from the site. Identification badges provided by facility security shall be worn at all times on site. Contractor and personnel vehicles / possessions may be subject to search per facility directives. The Contractor shall ensure that all sub-contractors and contractors performing warranty work are provided with the necessary escorts, if required, while they are working at the facility. Visitor access will be requested

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through, and granted at, the discretion of the COTR. Contractor parking will be provided on-site.

C.4.6 Contractor Staff Conduct and Appearance:

C.4.6.1 Staff Conduct:

The Contractor shall ensure that all personnel assigned to perform work at the facility are aware of and follow all policies, processes, and procedures governing their activities while working at the facility. The Contractor will be asked to remove any employee who violates facility site policies or procedures from the premises.

C.4.6.2 Appearance:

The Contractor's on-site employees shall present a neat and professional appearance and wear a uniform that clearly identifies the company with the employee's full name attached in a permanent or semi-permanent manner, such as a badge or monogram. In addition, all Contractor personnel shall be required to display identification on their person at all times as required by the United States Government.

C.4.7 Applicable Codes, Regulations and Standards:

The Contractor is required to operate, maintain and protect the facility in accordance with SECTION J Attachment 3, Applicable Codes, Regulations and Standards so that a safe and healthy environment is maintained for all tenants, staff and visitors. All services and work provided by the Contractor shall meet the highest standards set forth in the current editions (unless noted otherwise) of the publications referenced in SECTION J Attachment 3 as well as others identified within this SOW. The agency is contemplating the adoption of the IBC, 2003 Ed. and other codes. The Contractor will be advised in writing when this change is made.

C.4.8 Government Furnished Spare Parts, Materials, Space and Utilities:

The Government will furnish the items as specified below for the Contractor's use in the performance of this work. The Contractor is responsible for: properly storing, safeguarding and securing all Government furnished materials and equipment provided; protecting all government owned facilities from damage; and using Government furnished assets, including telecommunications and space, only for work on this project.

C.4.8.2 Space:

The Government will furnish the Contractor reasonable office, shop and storage space as available at the facility site. These areas will be made available for inspection during the site visit. The Government will also generally allow the Contractor's personnel to use the facilities that are available to Government personnel (cafeteria, break areas, restrooms, etc.)

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C.4.8.3 Utilities:

Utilities, telephones, telecommunications lines and network access, as needed, will be provided to the Contractor by the Government.

C.4.9 Normal Hours of Operation:

Facility normal hours of operation are Monday through Friday from 7:00 AM to 5:00 PM. The normal hours of operation do not relieve the Contractor of the requirements to perform other services described herein that may require additional hours/personnel. Lunch periods are at the discretion of the Contractor, however lunch periods shall be included in the prescribed hours of continuous coverage.

C.4.10 Federal Holidays:

Generally, minimal staff coverage will be required for Federal Holidays unless a building system has been scheduled for maintenance or repair to avoid impacting the mission of the facility. The Contractor shall obtain permission from the COTR before performing work at the facility during Federal Holidays. The COTR shall notify the Contractor of any additional holidays designated by the President of the United States, and or Congress.

C.4.11. Early Closures:

The COTR shall notify the Contractor of any early or other unscheduled closings. Early closures may require the Contractor's personnel to remain at the site to prevent damage to the facility or facilitate recovery from a power outage, snow/ice storm, flood, or any other natural disaster or emergency.

C.4.12 Review of Contractor Deliverables:

The Contractor shall furnish plans and other deliverables per SECTION J Attachment 4, Schedule of Deliverables. Government review shall be completed within 60 days of receipt.

C.4.13 Invoicing and Cost Management

Invoices for reimbursable work shall be based on actual man-hours expended - not estimates. Invoices shall be submitted to the COTR for review with backup data for all reimbursable work on a monthly basis. The COTR and the Contractor's Project Manager will jointly review the invoice before it is submitted to Agency Accounting to resolve any discrepancies. The Contractor will assist the COTR with managing the utilities cost reduction program.

C.4.14 Audits: (Surveillance Plan)

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The Government may conduct periodic audits of the Contractor's performance to insure contract or internal standards compliance. Audits will cover work performance, as well as environmental and safety compliance and may include: a review of records, processes, time sheets, reports, and other project information; interviewing Contractor staff to insure compliance with internal and site operating procedures; and spot checking completed work as well as work in progress. The COTR may conduct spot audits at any time. However, the Contractor will be given a minimum of two business day's notice prior to a major project audit. The Government may also engage the services of a third party entity to conduct audits.

C.4.15 Mobilization and Demobilization:

The Contractor will furnish mobilization and demobilization plans per SECTION J, Attachment 4, Schedule of Deliverables COTR approval. Plans will detail the major actions necessary to start up the project by phase and facilitate a smooth transition to a subsequent service provider during the project close out phase. Any transition should be seamless with no impact to the facility mission or its staff.

C.5 FACILITIES MANAGEMENT (FM)

The Contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools and equipment necessary for facilities management as required in this SOW. Facilities management shall include, but is not limited to planning, scheduling, coordinating, implementing, performing, reporting, budgeting, accounting, expense tracking, invoicing, material handling, supplies, and all other requirements associated with the overall FM function that are not included in another line item under this contract. Management and supervision shall be provided 24/7 as required. Administrative and support services shall be available on-site during normal hours of operations and be available as needed during other than normal hours of operation.

C.5.1 General:

The FM services provided shall ensure the effective, efficient, and economical operation, maintenance and repair of the buildings. The Government reserves the right to modify the facility in order to meet current or future agency requirements.

C.5.2 Safety:

The Contractor shall comply with all safety laws and regulations and will submit a facility site specific safety plan for COTR approval per SECTION J Attachment 4, Schedule of Deliverables. This plan shall incorporate all OSHA requirements, staff safety training requirements, and any additional agency requirements furnished to the Contractor to include an employee right to know center. The Contractor shall help identify any safety hazards at the site and recommend corrective action to the COTR. All hazardous conditions found shall be promptly reported to the COTR.

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C.5.3 Building Systems Commissioning:

Where applicable, the Contractor shall participate in the commissioning of the building systems to include attending planning meetings as necessary. The Contractor will observe all operational acceptance tests (OAT) and functional acceptance tests (FAT) performed by the construction contractor(s)/commissioning agent at the facility and advise the COTR with regards to compliance with the commissioning plan and the equipment manufacturer's instructions. The Contractor will also use this opportunity to orient his personnel with respect to the building equipment/systems location, component interface and the overall system's operation. O&M training will be provided to contractor maintenance personnel by the construction contractor or his subcontractors per his contract closeout procedures as each phase is completed and turned over to the Government.

C.5.4 Warranty Program Management:

The Contractor will manage the warranty program on behalf of the Government. Where applicable, this will include entering construction contractor warranty data furnished by the COTR into the CAFM system; responding to service calls to determine if equipment is under warranty; notifying the construction contractor per established procedures; escorting contractor personnel to equipment; and verifying repairs are correctly performed. Where applicable, the facility and its components will be under warranty from the construction contractor for a minimum of one year. However, some equipment may have longer warranty periods. Additionally, the Contractor shall enter and maintain warranty data from contractor installed equipment in to the CAFM system. All equipment under warranty shall be maintained in accordance with warranty instructions and conditions so that the warranty will not become void.

C.5.5 Principle Building Equipment Inventory and Bar Coding:

Once the construction contractor has turned equipment over to the agency for use, the Contractor will inventory and bar code the facility assets. See SECTION J Attachment 6, Principle Building Equipment Inventory for a representative list of equipment in use at the facility. The Contractor will immediately notify the COTR if any equipment or system is discovered to be malfunctioning or in a condition other than new. The Contractor will be responsible for entering this data into the CAFM system and providing any software required to support this task. The bar coding information will tie the assets to the information in the CAFM system described in other sections. The Contractor will submit the inventory list to the COTR for review per SECTION J, Attachment 4 Schedule of Deliverables. The Contractor will keep the building equipment inventory and bar coding data current reflecting all changes made during the contract term.

C.5.6 Document Control:

The Contractor shall develop, implement, and maintain standard operating procedures (SOPs) covering all aspects of the work. The operations and maintenance manuals turned over to the Government by the construction contractor shall be used as a baseline for

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equipment and systems O&M procedures. Additionally, the Contractor shall maintain the master set of site specific specifications for use in future construction (Design-Build) work. The original facility construction specifications shall be used as a basis for the standard site specifications. The COTR shall approve all changes to the site specifications. The Contractor will establish and maintain project folders to document IROs and Design-Build work. All documentation developed and maintained under this contract is considered Government Property and shall be available for inspection / review by the COTR, or other Government representatives, at all times. The Contractor shall maintain all electronic data and hard copy documents for maintenance, repairs, operating procedures and Design-Build work performed at the facility on-site. No electronic data or documentation shall be transmitted electronically or removed from the site without specific permission from the COTR. Building floor plans or other sensitive data will not be transmitted via the internet. All documentation under the Contractor's control shall be turned over to the Government within 90 calendar days of the contract end date.

C.5.7 Computer Assisted Facilities Management (CAFM):

The Contractor, at his own expense, shall furnish the Facility Center, Version 8.3, CAFM software program by Tririga Corporation to be used at the facility for preventative maintenance (PM) / demand work order (DWO) management and other FM functions. The Contractor shall submit a CAFM implementation plan for COTR approval per SECTION J Attachment 4, Schedule of Deliverables. The Government will furnish the agency standards to be used in setting up the CAFM program. The Contractor shall be responsible for populating the required data fields. All CAFM data for the facility project shall become the exclusive property of the Government. The Contractor shall also be responsible for furnishing all necessary computer hardware and peripheral devices required for the implementation and operation of a stand alone CAFM system to include providing for access by the COTR from his workstation at the site. All modules in the FC software shall be utilized to their fullest capability. Records shall be backed-up electronically at least once a day. Hard copy completed PM/DWO and status reports will be filed on site. At some future point, the Government may choose to implement a local intranet or web based system at its own expense. The Contractor will assist with transferring the data as required.

C.5.8 Computer Aided Design (CAD):

The Contractor will perform all CAD work in MicroStation Version 8, by Bentley Systems, using the agency A-E CAD Standards provided. The Contractor will be responsible for compiling a set of building systems drawings by converting and editing the AutoCAD 2000 construction drawings for the project. As-builts will be furnished to the Contractor in phases or by discipline as they are turned over to the Government. The civil, architectural and structural as-built drawings will be in red-lined hard copy format. The mechanical, electrical, plumbing and fire protection as-built drawings will be in electronic format. The building systems drawings should not show notes or other information needed only during initial construction. Initial drawing conversion and systems drawings shall be submitted to the COTR for approval no later than 120 calendar days after receipt. See SECTION J Attachment 4, Schedule of Deliverables. The Contractor will also be responsible for on

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going updates of the facility as-built drawings regardless of who completes the work so they accurately reflect existing conditions. Facility or system modifications requiring an as-built update may have been accomplished by the Contractor, the agency or a third party contractor. These subsequent updates should be completed no later than 30 days after receipt. All update assignments will come from the COTR who will also review and approve the completed updates.

C.5.9 Contractor Furnished Supplies, Tools, and Equipment:

The Contractor shall furnish all items required in the performance of work under this contract including but not limited to office supplies, tools, personal protective equipment, shop equipment, office furniture, computers, copier, fax, printers, cell phones, radios, pagers and their required infrastructure, a full size drawing plotter, and software. Only those items or services specifically stated will be Government furnished. At the expiration of the contract, the Government may, at its option, purchase any non-reimbursable supplies, tools and equipment furnished by the Contractor for use on the project.

C.5.10 Prohibited/Approved Materials and Chemicals:

The Contractor shall not bring on site any chemicals, paints or other materials shown in SECTION J Attachment 11, Agency Prohibited Materials List. All chemicals, paints and other materials used on this project shall be approved by the COTR, or his designated representative, prior to being brought on site. Requests for approval must include the material safety data sheet (MSDS.) Additionally, the Contractor shall develop and maintain a list of all chemicals approved for use on the site and provide a current copy to the COTR as changes occur in accordance with SECTION J Attachment 4, Schedule of Deliverables.

C.5.11 Materials, Spare Parts and Equipment Inventory:

Materials and spare parts required for this work will be either government furnished or purchased by the Contractor on a reimbursable basis. Generally, the Contractor will be required to purchase all materials and spare parts except those critical items and consumables maintained in the Government owned, Contractor managed, on-site parts crib. The Contractor shall complete the following activities and submit required documentation to the COTR:

- A. Verify the list of materials and spare parts turned over to the Government by the construction contractor and provide the COTR with an updated materials and spare parts list no later than 30 calendar days after they are turned over to the Contractor per SECTION J Attachment 4, Schedule of Deliverables. This requirement will occur in several phases as the building and it's systems are completed. See SECTION J Attachment 7, Spare Parts and Materials List for the items anticipated to be turned over to the Government.
- B. Develop a list of critical spare parts to be kept on site. This list shall be submitted to the COTR for approval per SECTION J Attachment 4, Schedule of Deliverables. The

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Contractor shall purchase these critical spares following approval by the COTR in accordance with the provisions for reimbursable expenses.

- C. Develop a list of supplies and consumables to be kept on-site that will satisfy a 30 day usage requirement for COTR approval per SECTION J Attachment 4, Schedule of Deliverables.
- D. Maintain an inventory of any Government furnished equipment provided at the start of the contract, or purchased as a reimbursable expense during the contract, in an electronic and hard copy format. Provide inventory lists to the COTR as they are updated.
- E. Conduct monthly random spot audits on 5% of materials and spare parts in the system and advise the COTR of the results per SECTION J Attachment 9, Reporting Requirements. The Contractor shall strive to achieve a 99% inventory accuracy rate.
- F. Conduct an annual audit on all 100% of materials and spare parts in the system and advise the COTR of the results per SECTION J Attachment 9, Reporting Requirements. The Contractor shall strive to achieve a 98% inventory accuracy rate.

C.5.12 Ownership of Property:

All parts, materials, supplies, and equipment purchased on a reimbursable basis shall become the property of the Government. Government furnished or reimbursable parts, materials or consumables purchased by the Contractor (the parts crib) will be turned over to the Government at the expiration of this contract or as required by the COTR.

C.5.13 Housekeeping:

The Contractor shall maintain all assigned spaces, including the central plant, office areas, storage areas, utility rooms and all space assigned to subcontractors, in a neat and orderly fashion. The utility rooms, including floors and equipment located within the rooms, shall be kept painted or sealed as necessary to maintain the neat and clean appearance of the room and equipment. The Contractor shall ensure that painting in these areas complies with the industry color coding system and American National Standards Institute (ANSI) Handbook, and that the identification information on the equipment is clearly readable. All painting activities must be approved by the COTR.

C.5.14 Cleanup and General Waste Disposal:

The Contractor shall clean all work areas daily including maintenance shops and Design-Build work areas and is responsible for disposing of all waste generated in the performance of his work. The agency will not provide facilities for on-site general waste

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disposal. Work areas in or near public spaces shall be dusted and mopped as needed at the end of the workday. Special care must be taken when maintenance or construction occurs in data center spaces to preserve the room's environmental condition.

C.5.15 Hazardous Materials and Waste Disposal:

The Contractor will comply with all Federal, State, and Local Government laws and regulations, as well as facility procedures, for the handling/storage of hazardous materials and disposing of hazardous waste. Additionally, the Contractor shall develop Hazardous Material Handling and Storage, Spill Response and Hazardous Waste Disposal Plans in accordance with SECTION J Attachment 4, Schedule of Deliverables. The Contractor shall dispose of any hazardous waste he generates at his own expense in accordance with the laws of the applicable state. The agency will not provide facilities for on-site hazardous waste disposal.

C.5.16 Continuity of Services:

Services covered by this contract are vital to the Government's mission at the facility. The Contractor must insure that continuity of facility services is maintained at the utmost proficiency with minimal interruptions that would impact the operation and mission of the facility.

C.5.16.1 Emergency Operating Plan:

The Contractor shall develop and submit an Emergency Operating Plan (EOP) per SECTION J Attachment 4, Schedule of Deliverables. The EOP shall include a recall plan and provide guidance to ensure that the facility is adequately operated, maintained and protected in an emergency situation. Such emergencies may include but are not limited to: utility outages, civil disturbances, natural disasters, fires, environmental releases, accidents, and rescue/recovery operations as well as responses to heightened threat conditions or other security requirements.

C.5.16.2 Emergency Personnel Requirements:

The Contractor shall pre-designate and train key personnel to respond to emergency situations per the EOP. Contractor personnel shall participate in all emergency response events and training exercises. The COTR shall be provided emergency contact information to include contact name(s), telephone numbers, pager numbers, and e-mail addresses personnel per SECTION J Attachment 4, Schedule of Deliverables.

C.5.17 Customer Relations Program:

The Contractor shall develop a positive customer relations program that shall be governed by his customer relations program plan, submitted to the COTR for approval, per SECTION J Attachment 4, Schedule of Deliverables. Program requirements may include: Project RFP NO. 060106

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Manager attendance at meetings as designated by the COTR; periodic meetings to include senior management (corporate sponsor); periodic team building sessions (costs to be shared between the Government and the Contractor); presenting FM performance results to the customer; providing FM procedures (request for service) training to the customer as needed; and providing customer feedback. The customer relations plan should also include an escalation and problem resolution process. The Contractor shall develop and conduct annual surveys, apart from quality control initiatives, to determine customer satisfaction and provide an analysis of the survey results with recommended corrective action to the COTR per SECTION J Attachment 9, Reporting Requirements. The expectation is that the Contractor will achieve a 95% overall customer satisfaction rate and make continued progress towards 99%.

C.5.18 Facilities Priority Codes:

The Contractor will log, assign, schedule, respond to and complete all work per the requirements in SECTION J Attachment 8, Facilities Priority Codes. This coding, with the associated response and completion times for priorities 1-10, will form the basis for Contractor's performance measurement. Response time shall be measured from the time the requirement was made known to the Contractor to the time when the work was completed. Priority codes for emergency or urgent work may be down graded with COTR approval once the immediate threat to life, property, or operations of the facility have been removed.

C.5.19 Service Calls (Demand Work Orders):

Service calls to the Contractor may be initiated by the COTR or other facility personnel via one or more of the following methods: telephone, e-mail, pager or the CAFM system. Qualified personnel will be available 24/7 to respond to all types of service calls as required. All maintenance personnel shall be provided with communications devices and or voice-activated pagers in order to respond to service calls. The cost of this equipment and it's supporting infrastructure shall be born by the Contractor who shall coordinate with the COTR prior to its purchase and installation. Contractor personnel shall remain on the job until all emergency or urgent service calls are completed. If the service call cannot be resolved within the required response time the COTR, or designated representative shall be immediately notified. The Contractor will document the reason for the delay

and provide the COTR with an anticipated completion date and/or time. Priority codes for service calls may not be changed without COTR approval. Each DWO completed will automatically generate a short customer satisfaction survey that addresses the key areas of: 1) Overall satisfaction with the work; 2) FM team communications; and 3) FM response time. The Contractor shall investigate each unsatisfactory response and advise the COTR of corrective action taken.

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C.5.20 Reimbursable Services (Infrastructure Repair Orders and Design-Build Projects):

The two major categories of work that will require reimbursable services are: (1) Infrastructure Repair Orders for maintenance work over \$2,500 and (2) Design-Build project work for facility additions, alterations and system modifications. Additionally, reimbursable services shall be used for material and equipment purchases over the \$2,500 threshold as required for other contract line items. The Contractor will only perform reimbursable services when authorized in writing by the COTR. The Contractor shall complete reimbursable work per the approved budget and shall be at risk if this amount is exceeded without prior COTR approval. In emergency situations, approval may be given verbally with a written follow-up provided at a later date. Effort expended to assemble IROs and Design-Build Work preliminary approach packages shall be considered part of the Contractor's FM cost.

C.5.20.1 Infrastructure Repair Orders (IRO):

All DWO repairs where labor is expected to exceed the threshold amount of \$2,500 are to be processed as an IRO. Repairs under the threshold amount are performed as part of the base contract. IROs may be used to repair any component of the building structure, system, or sight improvement at the facility. The Infrastructure Repair Order package will include a detailed description of the task to be performed and the justification (impact to the facility if the effort is not approved.) The Contractor will provide the COTR with a detailed cost estimate to include line items for labor, materials, equipment, and subcontractors necessary to complete the Infrastructure Repair Order. In addition, the Contractor shall provide a sketch of the proposed work and a detailed schedule in Microsoft Project Format for review and approval. The Contractor shall be furnished a copy of the approved repair order by the COTR prior to starting work. An infrastructure repair order may be generated by the Contractor when the need for an infrastructure repair order is identified. The COTR shall resolve any questions related to whether work exceeds the IRO threshold.

C.5.20.2 Requests for Design-Build Projects:

The COTR will request the Contractor to provide design-build project work via a DWO with the corresponding facility priority code assigned to it. The major components of scope will be listed, along with the required completion date, to enable the Contractor to complete the preliminary approach package requirements detailed in paragraph C.9.1.2, Processes and Procedures.

C.5.21 Service Calls / Work Order Management:

The Contractor shall furnish personnel to man a walk-up service call desk/phone center during normal hours of operation. The service call center attendant shall enter all service calls into the FC work order tracking system (CAFM) as soon as they are received.

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Maintenance and repair data for emergency and urgent work shall be entered at the completion of the task. Data for all other tasks shall be entered by the end of the next business day. All information entered into this system must be accurate and complete to facilitate managing the work. At a minimum, the following information shall be entered into the system:

- A. Name, organization, and telephone number of person reporting the problem.
- B. Time and date report was received.
- C. Name/title of person who received the report.
- D. Description of the problem.
- E. Location of the problem (building, floor & room number).
- F. Asset tag number.
- G. System affected.
- H. Description of the action taken to resolve the problem.
- I. Parts used.
- J. Time and date corrective action was completed.
- K. Name and initials of person(s) who corrected the problem.
- L. Time required to complete repair.
- M. Cost estimate, if applicable.

The Contractor shall generate reports using the data in FC on at least a weekly basis to manage the maintenance and repair program so that maintenance and repair (M&R) is completed on schedule. See SECTION J Attachment 9, Reporting Requirements.

C.5.22 Quality Control (QC):

The Contractor shall submit a Quality Control (QC) Plan per SECTION J Attachment 4, Schedule of Deliverables. This plan shall address all aspects of the work performed under this contract including facility management, operations and maintenance, suppliers, professional services, and self performed construction or subcontractors used for Design-Build work. The performance of QC inspections and enforcement of the approved plan is an essential part of this contract. The Contractor shall maintain a file of all inspections conducted and corrective actions taken by the Contractor's staff, sub consultants or subcontractors to bring work performed into compliance with this contract. A copy of the inspection reports/completed checklists shall be submitted to the COTR by COB on the Monday of the following week. The COTR may compare inspections performed by the Contractor's inspectors with actual conditions that existed at that point in time. The QC files shall be made available to the COTR during the term of the contract, as required.

C.5.23 Reporting Requirements:

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The Contractor shall submit reports to the COTR in accordance with SECTION J Attachment 9, Reporting Requirements. This attachment details weekly, monthly, quarterly, semiannual and annual reporting requirements to include required meetings.

C.5.24 Continuous Improvement Process (CIP):

The Contractor shall institute a continuous improvement process which shall be governed by his CIP plan submitted per SECTION J Attachment 4, Schedule of Deliverables. The Contractor's goal shall be to provide a world class level of facility management services at the facility. The Contractor shall incorporate industry best practices and benchmark his performance against comparable facilities in government, private industry and education, using industry survey data such as is available from BOMA, International Facility Management Association (IFMA) and others, to assist in reaching this goal. To that end, standard industry metrics and other KPIs as required by the COTR, shall be tracked and reported on a monthly basis. Specific performance metrics required by this SOW (such as temperature/humidity and maintenance performance ratios) shall also be reported. See SECTION J Attachment 10, Metrics and Measurements Requirements for the minimum information to be monitored. All procedures shall be documented to insure the highest levels of service are achieved and maintained. The Contractor shall submit quarterly progress reports on his CIP efforts per SECTION J Attachment 9, Reporting Requirements. Additionally, this documentation will facilitate future efforts to obtain International Organization for Standards (ISO) Certification.

C.5.25 Environmental Permits:

The Contractor shall assist the COTR with preparing and submitting any environmental permits required to operate the facility complex. These shall include, but not be limited to storm water, air pollution, chemical waste, and water supply.

C.6 OPERATIONS AND MAINTENANCE

The Contractor is responsible for operations and maintenance of the facility and shall provide a written Building Operating Plan (BOP) per SECTION J Attachment 4, Schedule of Deliverables that details the operating plans and procedures for all building systems, structures, grounds, utilities and site improvements. The BOP shall specify on-site 24/7 coverage for operations and maintenance to include a minimum staffing of an HVAC technician and a general maintenance technician for 2nd and 3rd shifts. Upon Government approval, the BOP shall be implemented by the Contractor and updated as operations and procedures change. The COTR shall approve all changes prior to their being incorporated into the BOP. The Contractor shall take appropriate steps to ensure that employees are knowledgeable about, and comply with the BOP.

C.6.1 Equipment and Systems:

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All mechanical, electrical, plumbing, fire protection, fire suppression and other utility systems shall be maintained and operated at the highest level of efficiency in a code compliant manner consistent with practical energy conservation. See SECTION J Attachment 5, Mechanical, Electrical, and Plumbing (MEP) Systems Narrative for a description of the major facility systems covered by this SOW. All equipment and systems shall be maintained in accordance with the OEM's recommendations and best practices of the industry.

C.6.2 Equipment and System Modifications:

The Contractor shall not modify the existing mechanical equipment or any building system without written authorization from the COTR. If changes are authorized, the Contractor shall furnish appropriate red-lined drawings and/or specifications to the COTR showing as built conditions upon completion of any changes. Following COTR approval of the as built drawings, the Contractor shall incorporate these changes into the site's record drawings and system specifications.

C.6.3 Operational Requirements:

- A. "Operations" include, but are not limited to, daily or other periodic starting, stopping, monitoring, adjusting, inspection, lubrication, etc., of the mechanical, electrical, architectural, structural, and utility systems and equipment throughout the facility complex.
- B. The building systems shall be operated in a manner to: (1) Effectively maintain the required temperature and humidity set points throughout the facility; (2) Insure the comfort of the building occupants and visitors; and (3) Promote resource conservation in energy and environmental management practices.
- C. The standard operating temperatures for the facility are:
 - 1. 72 degrees F and 50% RH in the administrative or non-specialized use areas.
 - 2. 68 degrees F and 45% RH for data centers and other special use rooms.
- D. Set points may be changed periodically, with COTR approval, to comply with facility operational requirements.
- E. Unless authorized in writing by the COTR or as required above, building equipment and systems shall operate continuously without interruption. Exceptions for scheduled maintenance and repair procedures performed by the Contractor will be coordinated in advance in accordance with this SOW. All system or service outages must be approved by the COTR in advance.
- F. The Contractor shall be responsible for the daily monitoring of the facility DDC control system and provide the COTR with a hard copy of the trend logs detailing the environmental conditions within the environmentally sensitive areas of the

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complex (Data Centers, common areas, offices and conference rooms.) They shall be submitted per SECTION J Attachment 9, Reporting Requirements. Reports will contain a narrative explaining the reasons for any major temperature, humidity, and particle count or pressure changes within the area. Monthly reports shall show the average environment conditions by area for each month along with an explanation of any corrective actions taken during that time period. The annual submission shall identify and graph the average temperature and humidity conditions for twelve consecutive months along with a detailed written report outlining any building operations activities or system level actions to be taken to improve the ability of the HVAC system to maintain the required environment.

- G. Ventilation shall be filtered and balanced at all times to ensure a safe, healthful, and comfortable environment consistent with ASHRAE standards. Economizer cycle free cooling using outside air should be used to the maximum extent possible.
- H. Running test checks of large or high energy use equipment, such as pumps, air handling equipment, etc., may be performed during normal operating hours, provided that they do not cause an interruption in service or increase monthly electricity, utility or other demand costs. The COTR shall define the peak usage periods during which tests or checks are prohibited (if required) and provide the Contractor with this information.
- I. Any test of mechanical, electrical, or utility systems or equipment that may adversely impact environmental conditions in the building, or which may increase the monthly electrical demand charge, must be coordinated with, and have the concurrence of, the COTR. Major system outages will generally be scheduled during other than normal hours. Yearly system outages over a several day period for major maintenance or systems modifications will be scheduled several months in advance and be done over weekends or holidays.
- J. Mechanical, electrical and data/telecommunications rooms shall not be used as storage areas for any materials. Storage of any building supplies or equipment of any kind in these rooms is prohibited unless written approval is obtained from the COTR.
- K. The Contractor shall perform water treatment of applicable systems in accordance with the manufacturer's recommendations and industry standards to ensure maximum efficiency and effectiveness of the equipment.
- L. The Contractor shall submit a water treatment plan to the COTR for approval per SECTION J, Attachment 4. The water softener system shall be maintained in a manner consistent with the manufacturer's recommendations.

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- M. The Contractor shall strive to maintain an up-time percentage of 99.5% for all critical systems (based on a 24/7 operation) and an up-time percentage of 99% for all non-critical systems.**

C.6.4 Maintenance Requirements:

The Contractor shall use FC CAFM software to establish a maintenance program that addresses the predictive, preventative and corrective maintenance (DWOs) requirements for all building equipment and systems identified as part of the facility. All maintenance activities shall have a computer generated PM or DWO with a unique identification number for tracking. Emergency response work may have a DWO established after the fact to document maintenance actions and any repairs completed. The Contractor's goal shall be 95% completion of all planned/scheduled work per its due date.

C.6.4.1 Preventive Maintenance (PM):

PM is regularly scheduled work on equipment and systems that the Contractor must accomplish in order to ensure safe, reliable, and continuous operations; preclude unnecessary breakdowns; and maximize the life expectancy of the equipment and/or system. PM includes, but is not limited to, adjusting, testing, repairing, replacing, greasing, oiling, cleaning, and painting various items as specified herein as well as predictive maintenance. The Contractor shall strive to manage the maintenance program so that 30% of the total maintenance effort required is dedicated to preventative/predictive maintenance.

C.6.4.2 Predictive Maintenance:

The Contractor shall establish a predictive maintenance program as part of the overall PM program. Predictive maintenance includes, but is not limited to, thermal testing of equipment and system components, vibration analysis, and oil sampling/analysis. The Contractor's goal is to determine maintenance or repair requirements to preclude equipment/system failure and adjust the PM program to obtain optimum frequencies.

C.6.4.3 Corrective Maintenance (DWO):

The Contractor is responsible for the repair or replacement of items damaged or broken due to normal wear and tear, act of vandalism or accident. This corrective maintenance can be initiated through a DWO that is called into the Service Center by the COTR, a customer or the maintenance staff based on observations in the field. The Contractor shall strive to manage the maintenance program such that 95% of corrective maintenance work is identified by his technicians during the performance of PMs.

C.6.5 Inspections:

The Contractor shall periodically perform inspections (rounds) of all building systems, structures, grounds, utilities and site improvements in accordance with the BOP.

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Inspections will be incorporated into the PM program and be based on applicable code and NFPA requirements, environmental and safety regulations, equipment manufacturer recommendations and industry best practices. Rounds will also be used to monitor housekeeping practices and be incorporated into the BOP. The Contractor shall perform an annual condition assessment of the facility site to include buildings, systems and major equipment components and submit a State of Facilities Report to the COTR per SECTION J, Attachment 9, Reporting Requirements. This assessment will be general in nature and characterize the overall state of the facility and its ability to meet the needs of the facility's mission and operation (i.e. whether capital improvements are needed).

C.6.6 PM Plan:

The Contractor shall provide a PM plan to the COTR for review and approval per SECTION J Attachment 4, Schedule of Deliverables. The PM plan shall include the schedules and procedures for PM. Procedures shall be incorporated into the database along with job hazard analysis' and all pertinent data for the asset or system being serviced or repaired. The COTR will provide the Contractor with the maintenance manuals turned over by the construction contractor for use in preparing the PM plan. The frequencies for scheduled PMs and the minimum performance requirements shall be in accordance with original equipment manufacturer (OEM) recommendations, PM guides and best industry practices. Revisions will be submitted to the COTR for approval as necessary. PM will be scheduled so that impact to facility operations is minimal. All deviations to the schedule must be approved by the COTR in advance.

C.6.7 Maintenance Program Execution:

The Contractor shall provide a level of service that assures the facility is free of missing components or defects which affect, the safety, appearance or intended use of the facility or would prevent any mechanical, electric, plumbing (MEP) or structural system from functioning in accordance with the design intent. Repair work shall be carried to completion, including touch-up painting and/or operational checks. The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment.

C.6.8 Testing Requirements:

The Contractor shall be responsible for testing building equipment and systems. These tests shall be incorporated into the PM program. Test procedures and frequency shall be governed by code requirements, applicable NFPA requirements, environmental and safety regulations, and equipment manufacturer's recommendations. Emergency generators shall be tested under load for at least two hours monthly and for four hours annually. Automatic transfer switches (ATS) shall be operationally tested at least annually. Plans that detail testing requirements shall be submitted to the COTR for approval per SECTION J, Attachment 4, Schedule of Deliverables. No tests will be scheduled until the test plan has

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been approved. The Contractor will submit test reports per SECTION J Attachment 9, Reporting Requirements no later than five working days following the test. All life safety system testing will be completed during other than normal work hours.

C.6.9 Indoor Air Quality (IAQ):

- A.** The Contractor is responsible for maintaining building HVAC to ensure the highest levels of indoor air quality, according to the codes and standards identified in SECTION J Attachment 3, Schedule of Deliverables. To insure IAQ standards are maintained, the Contractor shall submit an IAQ Program Plan to the COTR for approval per SECTION J Attachment 4, Schedule of Deliverables. The plan will include testing and reporting for: carbon monoxide, carbon dioxide, aldehyde scan, volatile organic compound (VOC) scan, fungal enumeration and identification, stachybotrys detection, and bacterial enumeration. Testing will be conducted following commissioning (before occupancy) and thereafter annually. Testing for other substances may be required on a cost reimbursable basis. Annual testing shall be done by a certified industrial hygienist with 5 years of IAQ experience.
- B.** The Contractor will ensure compliance with OSHA and ASHRAE acceptable levels for indoor air quality threshold limit values (TLVs) to the extent that actions are under his control. Before any interior alteration, the HVAC distribution shall be examined and supply diffusers and return grills rearranged and protected to preclude damage or the intake of contaminants. Upon identification of contamination and/or measurements exceeding the acceptable levels, the Contractor shall initiate CORRECTIVE action.
- C.** The Contractor shall control contaminants at the source and/or operate all spaces in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂) and formaldehyde (HCHO) are not exceeded. The indicator levels are as follows:

 - 1. CO: 9 parts per million (P.M.) time weighted average (TWA B 8 - hour sample)
 - 2. CO₂: 1000 PPM (TWA)
 - 3. HCHO: 0.1 PPM (TWA)
- D.** The Contractor shall take the lead in investigating indoor air quality complaints. Appropriate air sampling equipment shall be maintained on site to test for temperature, relative humidity, VOCs, CO and CO₂. The Contractor shall implement appropriate O&M corrective measures as needed and advise the COTR as soon as corrective measures have been completed.
- E.** The Contractor shall conduct annual indoor air quality reviews in the spring of each year and report the findings to the Government per SECTION J Attachment 9. Copies of each annual IAQ review shall be maintained in the within the facility for access by the Government. Reports shall be clear and concise and include a

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comparison of indoor vs. outdoor air conditions as well as EPA recommended levels of monitored substances. Reports must also include a recommend action to correct deficiencies.

- F. The Contractor shall assist the Government, or any of its third party consultants, with IAQ assessments or detailed studies beyond this scope of work by making information on building operations and Contractor activities available. Access to equipment and mechanical spaces for assessment and testing will be provided. Corrective actions will be implemented as directed by the COTR.**
- G. The Contractor is responsible for any mold re-mediation that is due to poor maintenance practices. Other mold re-mediation, due to circumstances beyond the Contractor's control, will be completed on a cost reimbursable basis.**

C.7 LANDSCAPING, GROUNDS, AND PLANT MAINTENANCE

The Contractor will furnish all labor, equipment, and supplies to maintain the facility site's exterior grounds in a professional manner appropriate for a BOMA Class A Building. Lawns, shrubs, trees and planted areas shall present a well-groomed appearance at all times. Grass adjacent to asphalt or concrete walks or driveways shall be controlled, and present a neat appearance. All exterior areas shall be maintained free of trash or debris. The Contractor shall submit a written landscaping and grounds maintenance plan per the SECTION J Attachment 4, Schedule of Deliverables. The requirements of this section shall consist of, but not be limited to, the tasks shown below:

C.7.1 Mowing:

Lawn areas shall be mowed as necessary to maintain the grass at a height of between 2-3 inches. Meadow areas shall be mowed as necessary to maintain the grass at a height of between 6-12 inches.

C.7.2 Core Aeration:

Core aerate annually in two perpendicular directions when there is adequate soil moisture present.

C.7.3 Fertilization and Lime:

Fertilize turf areas three times per year during the months of September, October and November at rates per industry standards for the lawn composition. The soil PH level in turf areas shall be maintained within the 6.0 to 6.5 range.

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C.7.4 Crabgrass Control:

Turf crabgrass shall be controlled. A crabgrass pre-emergent agent shall be applied during mid April or before the ground temperature reaches 45 degrees Fahrenheit.

C.7.5 Soil Top Dressing:

Top dress soil as necessary to maintain the groomed appearance. Contractor shall repair depressions, bare places and any erosion damage.

C.7.6 Weeds / Pest Control:

The Contractor shall monitor and control pest populations of insects, weeds and diseases and shall be responsible for removing contaminated material from the site.

C.7.7 Mulch:

Hardwood mulch shall be maintained at 3-4 inches in height around plants, shrubs and trees.

C.7.8 Gravel/Rock Beds/Rock Retaining Walls:

Gravel/rock beds and retaining walls shall be maintained in a neat and professional manner adding additional cover and replacing rock or re-stacking dry pack retaining walls as needed.

C.7.9 Irrigation:

The Contractor shall ensure that lawns and planted areas show no signs of excessive dryness. All areas shall be checked for moisture content on a regular basis. The Contractor shall water lawns and planted areas uniformly utilizing hoses and sprinklers as required.

C.7.10 Debris Clearing:

Turf areas, shrub beds, flower beds, forested areas, fence lines, gutters, sidewalks, drainage swales, parking lots, roadways, and other surfaces shall be maintained free of debris including, but not limited to, grass clippings, cuttings, leaves, paper, rocks, sticks, etc. Debris resulting from maintenance work and excess soil or mulch shall be promptly removed by the contractor.

C.7.11 Exterior Trash Cans/Butt Cans

Exterior trash cans and butt cans should be emptied and cleaned as needed to prevent an unsightly appearance.

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C.7.12 Trimming / Pruning:

Trimming and pruning will be accomplished under the direction of a certified landscaping professional in accordance with industry standards. All trees, vines, hedges, shrubs, and ground cover shall be trimmed/pruned as needed, by thinning and shaping to achieve a natural appearance. Building entrances, walkways, and parking areas and security camera fields of view shall remain unobstructed by plant growth at all times.

C.7.13 Plant Replacement:

Lawn, trees, shrubs, ground cover, vines, annual plants, and other plant materials that are damaged, die, or lose their original form shall be replaced in equal kind and size.

C.7.14 Turf Re-seeding:

Turf seed shall have a 95% germination rate, contain not less than 85% pure seed, have no more than 0.5% weed seed and be composed of the following species: 50% Kentucky bluegrass (*Poa pratensis*), 30% chewings red fescue (*Festuca rubra* variety), 10 % perennial rye grass (*Lolium perenne*) and 10% redtop (*Agrostis alba*).

C.7.15 Chemical Use:

The Contractor shall furnish all oils, fungicides, insecticides, baits, herbicides, fertilizer, etc. as required. In no case will extremely toxic materials be permitted. Pesticides shall only be applied by a pesticide applicator licensed by the applicable state or a registered applicator under the direct supervision of a licensed pesticide applicator. Pesticides shall be applied according to the manufacturers label recommendations, and shall be applied evenly. Chemicals shall be applied with extreme care to avoid hazard to any person or animals in the immediate or adjacent areas, or property damage. All chemicals shall be in the original manufacturer's container and properly labeled. Documentation of each pesticide application shall be maintained on site and shall identify the chemical used, amount mixed, amount applied, date, time, weather conditions, crops treated, pest controlled and percentage of active ingredients.

C.8 SNOW REMOVAL

The Contractor is responsible for snow and ice clearing and removal on a cost reimbursable basis as required. A snow and ice removal plan will be submitted per SECTION J Attachment 4, Schedule of Deliverables. Prior to mobilizing resources to respond to an individual snow or ice event, the Contractor will provide his plan, including an estimated cost, to the COTR for approval. This approval will typically be verbal followed up with an email.

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C.8.1 Snow and Ice Clearing:

The Contractor is responsible for clearing/plowing snow and ice from walkways, landings, steps, parking lots, roads, equipment access areas, etc. that require access by the building occupants, maintenance staff, or visitors to the site. These surfaces shall be kept clear of snow, ice and sleet at all times during normal business hours. Fire lanes and building egress paths shall receive priority for snow removal. To prevent a hazardous condition, surfaces which accumulate snow or ice overnight or on weekends, must be free of snow and ice at all times.

C.8.2 Contractor Furnished Labor and Equipment:

The Contractor shall furnish all necessary labor, tools and equipment including trucks, mechanical sanders, heavy equipment, snow shovels and other items necessary for the clearing and removal of snow and ice accumulations.

C.8.3 Snow Removal Materials:

The Contractor will furnish all materials needed for snow and ice removal on a cost reimbursable basis. Chemicals and/or sand shall be used to reduce the safety hazard to personnel and equipment. All chemicals used shall be applied in accordance with Federal and State Regulations and local codes. If directed by the COTR, the contractor will keep an adequate supply of chemicals and/or sand on the premises in a secured location.

C.8.4 Snow Stockpiling:

Snow will be stockpiled in areas per the Contractor's plan. Plowed or shoveled snow, ice and sleet shall be piled in a manner that does not block access to fire lanes, hydrants, trash bins, loading areas, walkways, parking lots and roadways or the drainage system. Snow, ice, and sleet shall not be piled within 20 feet of the site's perimeter fencing.

C.8.5 Additional Snow/Ice Removal:

Removal of snow/ice build-up from roofs and canopies may be required during the snow season. The COTR will advise the Contractor when this service is required.

C.9 DESIGN-BUILD PROJECTS

The Contractor shall furnish professional design services and self perform/subcontractor construction trade personnel to accomplish design-build project work as required. Additional services that may be required under this contract line item include engineering studies, layout/planning, and construction management for third party contractors. To accomplish this work, the Contractor will prepare a Design-Build Plan per SECTION J Attachment 4, Schedule of Deliverables. At a minimum, the plan will incorporate the requirements listed below.

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C.9.1 Project Initiation, Process and Procedures

C.9.1.1 Project Initiation:

Design-Build projects will generally be initiated by the COTR. However, if the Contractor observes a situation that requires facility addition, alteration or system modification to remove a hazardous condition, protect Government assets, save operating expenses, or improve the efficiency of the facility management operation of the facility, he will immediately contact the COTR to initiate a design-build project. Note: New painting or repainting of entire areas (beyond touch-up or painting of patch areas) shall be considered design-build work.

C.9.1.2 Process and Procedures:

The Design-Build Plan should show all steps in the process from project inception to completion. The process must include a preliminary approach package that details the scope, method of completion, preliminary schedule and a rough order of magnitude (ROM) cost of the work. The process must also include a final project package that includes the design, a schedule (in Microsoft Project), a detailed estimate and a subcontracting plan (if required). Other steps that must be shown include inspection/acceptance and turnover procedures. Procedures should be detailed enough to provide sufficient guidance to the Contractor's staff so that the requirements of this SOW are met.

C.9.2 Program Controls and Package Approvals:

COTR approval is required for preliminary approach packages, final project packages, construction award/start, and turnover packages following design-build project completion. Approval is required to proceed to the next step in the process. The Contractor will not be reimbursed for any design-build work completed without written COTR authorization. Design costs will not be incurred until the preliminary approach package is approved. Construction costs will not be incurred until the final project package is approved. Final payment will not be made until final acceptance of the work to include the turnover package.

C.9.3 Program Management:

The Contractor will use the project management module of the Facility Center CAFM software program to manage the design-build work. Other software, such as scheduling and database management may be used to supplement the CAFM software as necessary for the efficient operation of the design-build work program. The cost of these software programs is not a reimbursable expense.

C.9.4 Building and Fire Codes:

The Contractor shall comply with the most current agency adopted codes referenced in SECTION J Attachment 3, Applicable Codes, Regulations and Standards. Alteration, repair, RFP NO. 060106

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addition and change of occupancy for code compliance shall be as defined in the BOCA Code, 1999 Ed. Project work that does not meet the definition of new or alteration and that does not involve a change of occupancy, shall be designed in accordance with the baseline codes used for initial construction which were the applicable Uniform Statewide Building Code (USBC), 2000 Ed and the applicable Uniform Statewide Fire Code (USFC), 2000 Ed. A full listing of the baseline codes will be provided to the Contractor by the COTR.

C.9.5 Design Criteria

The Contractor shall comply with the most current edition of the Agency Design Standards and any Government furnished program of requirements. If no definitive guidance is provided, materials and finishes for new construction shall match those specified in the original facility design documents.

C.9.6 Contractor's Procurement Process

The Contractor shall establish a procurement process that insures the best possible pricing for the Government with as much competition as practicable. Generally, bids should be sought for subcontract work unless project deadlines dictate sole sourcing. All subcontracts for reimbursable work must be approved in advance by the COTR.

C.9.7 Response Times:

The Contractor will provide the COTR with a preliminary approach package according to the following schedule: within 24 hours for projects estimated to cost up to \$5,000; within 5 days for a package estimated to cost between \$5,000 and \$100,000; and within 10 days for projects estimated to cost between \$100,000 and \$250,000.

C.9.8 Design-Build Staffing:

The Contractor will have available the professional disciplines and self perform/subcontractors construction trades required for Design-Build work at the facility in order to meet the response times above and the design/construction schedules approved in the preliminary approach/final project packages.

C.9.9 Design-Build Work Space:

The Contractor will furnish off-site space as necessary for the completion of this work. Work space will be provided for field investigation teams and coordination/design review meetings to the extent available at the site. Temporary staging/lay down areas will be made available for construction work. However, field office space will not be provided for design or construction personnel.

C.10 PEST CONTROL SERVICE

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The Contractor will furnish a regularly scheduled and documented program of control and monitoring. The ideal program will prevent the entry into and the harborage from the facility. Whenever possible, nontoxic methods of pest control, such as insect growth regulators and nontoxic substances should be used. If traps are used, methods should be humane; traps used to catch pests alive require frequent observation and humane euthanasia after capture.

The contractor shall furnish all labor and materials necessary for the development and implementation of a comprehensive Integrated Pest Management Program (IPMP) for the facility.

The contractor shall control, reduce or eliminate the presence of invertebrate and vertebrate pests including, but not limited to, rats, mice, birds, cockroaches, ants, fleas, flies, silverfish, stinging insects and nests accessible from the ground or from windows, stored product pests, and incidental invaders such as, but not limited to, crickets, earwigs, midges, millipedes, centipedes, ground beetles, clover mites, termites and bats.

The Contractor shall submit an IPMP to the Contracting Officer's Technical Representative (COTR) for his/her approval fifteen calendar days after the contract has been awarded.

The Contractor shall maintain a complete and accurate pest management log. The Contractor shall insure copies of this log are received by the COTR.

Emergency services are included in this contract.

C.10.1 Monthly

Exterminating services will be conducted once per month during normal working hours.

C.10.2 Chemicals

All chemicals, including but not limited to, fertilizers and herbicides employed during the term of the contract must be approved, in writing, for their use by the Contracting Officer's Technical Representative before application and/or use. The Contractor shall be certified for pesticide application as required by law. Pesticides shall be mixed and applied only by certified pesticide applicators.

The Contractor shall submit in writing, at least fourteen calendar days prior to the intended use of any chemicals, a material safety data sheet (MSDS) on Department of Labor FORM OSHA-20 or similar. It shall include at a minimum the following information:

Substance identification B, include trade name(s), chemical family, molecular formula and molecular weight.

Components and contaminants B including chemical composition and exposure limits.

Physical data B including a physical description, vapor density, vapor pressure, evaporation rate, water solubility, melting point, volatility percentage, specific gravity and methods of

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detection. Fire and explosion data, including flash point, flammable limits, fire extinguishing materials, special fire fighting procedures and any unusual fire or explosion hazards.

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INSPECTION AND ACCEPTANCE

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E.1 INSPECTION AND ACCEPTANCE

E.1.1 The Contracting Officer, or the Contracting Officer's duly authorized representative, will inspect and accept the supplies and/or services to be provided under this contract.

E.1.2 Inspection and acceptance will be performed at the Alternate Computer Facility site located in the Washington D.C./Virginia Metro Area.

E.2 CLAUSES INCORPORATED BY REFERENCE

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4

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TERM OF CONTRACT

**SECTION F
DELIVERIES OR PERFORMANCE**

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

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DELIVERIES OR PERFORMANCE

AOC52.211-4 TERM OF CONTRACT (JUN 2004)

The term of contract shall be for a base period commencing "October 8, 2006 through 7 October 2007" with four (4) twelve month option periods.

(End of clause)

END OF SECTION F

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AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)
(MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.211-1 KEY PERSONNEL (MAR 2005)

(a) The Contractor shall assign to this contract the following key personnel: (the name(s) of the key personnel shall be completed at time of award)

Name	Title	Telephone No.
<hr/>		
<hr/>		

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

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(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.

(e) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

AOC52.211-2 APPROVAL OF SUBSTITUTE CONTRACTOR PERSONNEL (JUN 2004)

(a) During the first ninety days of performance, the Contractor shall make no substitutions of personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced.

(c) This paragraph applies only to a labor hour or time-and-materials contract. The Unit Price (hourly labor rate) for the approved substituted personnel shall remain the same as the rates of the relevant labor category, in the applicable Base Year or any of the subsequent Option Years (see the "SCHEDULE OF ITEMS" in Section B).

(d) The special security requirements in AOC52.223-5, Special Security Requirements - Services, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

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AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2006)

- (a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.
- (b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- (c) **All personnel** provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- (d) **Prior to commencement of work**, the contractor and all designated on-site employees will be required to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street, S.W., Washington, DC..
- (e) **Within seven (7) calendar days after the date of contract award**, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.
- (f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC U.S. Supreme Court contract or task/delivery order work site.

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(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES (JUN 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

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(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all **hand-carried items** shall be screened by x-ray devices prior to entry into the building.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEP 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and

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(viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC in compliance with instructions as provided elsewhere in this contract. Directions to the facility are as follows:

- ☐ Traveling south on Interstate 295, take exit #1 (marked - US Naval Research Lab). At the 3rd traffic light, turn left on to Shepherd Parkway. Make an immediate right after passing under I-295. Approximately 2/10 of mile south, take the 2nd left into 4700 Shepherd Parkway.
- ☐ Traveling north on Interstate 295, take exit #1 (marked - US Naval Research Lab). Take the 1st left off of the exit ramp just before passing under I-295. Approximately 2/10 of a mile south, take the 2nd left into 4700 Shepherd Parkway. The entrance will be just past the DC Fire Academy on the left.

(End of clause)

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AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.**
- (b) The term "Architect" as used herein means the Architect of the Capitol.**
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.**
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.**
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.**

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.**
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.**

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(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

**AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC
(JUN 2004)**

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

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AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

**AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
(JUN 2004)**

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices

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documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no

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instance shall the contractor's suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

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AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
This is not a Wage Determination*

Employee Class		Monetary Wage - Fringe Benefits
Truck Driver, medium truck (WG-7)		\$17.81/hr.
1.	FERS Benefit	\$2.85
2.	Medicare	.27
3.	Social Security	1.10
4.	Thrift Savings Plan	.89
5.	Life	.09
6.	Health	1.60
TOTAL		\$24.61

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

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AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Carolyn Horne
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

**AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS
/SPECIFICATIONS (JUN 2004)**

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

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**AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS
(SEP 2004)**

- (a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.**
- (b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.**
- (c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.**
- (d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.**
- (e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.**
(End of clause)

**AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
(SEP 2004)**

- (a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.**
- (b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement**

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required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

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**AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
(JUN 2004)**

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

**FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
(APR 1984)**

Funds are presently not available for performance under this contract beyond the base period of contract performance. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base period, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.232-2 PAYMENTS - SERVICES (JUN 2004)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;

**SECTION I
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- (2) Name, address and Taxpayer I.D.of Contractor;**
- (3) Invoice Date;**
- (4) Period the payment covers; and**
- (5) Amount by line item including quantity and unit pricing (see “SCHEDULE OF ITEMS” in Section B).**

(b) *Requirement when contractor employee(s) is provided on-site office space. As verification of the above time records submitted by the Contractor, each of the Contractor’s employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.*

(c) Payments will be made directly to the contractor’s financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor’s attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-3 PAYMENTS - SERVICES REQUIRING TIME RECORDS (MAR 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol, at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;**
- (2) Name, address and Taxpayer I.D.of Contractor;**
- (3) Invoice Date;**
- (4) Unique Invoice Number for that Particular Invoice**
- (5) Period the payment covers; and**

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- (6) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).**

(b) Each invoice shall itemize the total man-hours of services by labor category and unit price (see "SCHEDULE OF ITEMS" in Section B) for each TO completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and certified copies of the Contractor's time record shall be submitted with each invoice for payment.

(c) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COR and a copy thereof will be provided to the Contractor for record purposes.

(d) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)

**AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER
THAN CENTRAL CONTRACTOR REGISTRATION (JUN 2004)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is

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required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

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(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using

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the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
 - (2) The contractor's name and remittance address as stated in the contract(s);
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
 - (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
 - (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).
- (k) Designated office:
Name:
Architect of the Capital
Accounting Division
Mailing Address:
2nd and D Streets SW
Ford House Office Building
Washington, DC 20515
Telephone:
(202) 226-2552
Facsimile:
(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment

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is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

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AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

**AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND
RELEASE OF CLAIMS (JUN 2004)**

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such

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claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

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(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

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FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) **Definition.** "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor *"within 30 days from the date of acceptance by the Government,"*. This notice shall state either --

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

SECTION I CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NO.</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

**SECTION I
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****NOTE: The following contract clauses apply to the resultant contract (Construction Requirements for Design-Build and Infrastructure Repair) in excess of \$2000.00. The Contractor shall notify the Contracting Officer and request a current wage determination if/when a requirement exists under the requirements of the Davis Bacon Act.**

DAVIS BACON ACT	(JUL 2005)	FAR 52.222-6
WITHHOLDING OF FUNDS	(FEB 1988)	FAR 52.222-7
PAYROLLS AND BASIC RECORDS	(FEB 1988)	FAR 52.222-8
APPRENTICES AND TRAINEES	(JUL 2005)	FAR 52.222-9
COMPLIANCE WITH COPELAND ACT REQUIREMENTS	(FEB 1988)	FAR 52.222-10
SUBCONTRACTS (LABOR STANDARDS)	(JUL 2005)	FAR 52.222-11
CONTRACT TERMINATION-DEBARMENT	(FEB 1988)	FAR 52.222-12
COMPLIANCE W/DAVIS-BACON & RELATED ACT REGS	(FEB 1988)	FAR 52.222-13
DISPUTES CONCERNING LABOR STANDARDS	(FEB 1988)	FAR 52.222-14
CERTIFICATION OF ELIGIBILITY	(FEB 1988)	FAR 52.222-15
LABOR STANDARDS FOR CONSTRUCTION WORK- FACILITIES CONTRACTS	(FEB 1988)	FAR 52.222-17

END OF SECTION I

SECTION J

LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>NO. OF ATTACHMENT NAME</u>
J.1	LOCATION MAP - TO BE REVIEWED DURING SITE VISIT
J.2	ABBREVIATIONS AND DEFINITIONS
J.3	APPLICABLE CODES, REGULATIONS AND STANDARDS
J.4	SCHEDULE OF DELIVERABLES
J.5	MEP SYSTEMS NARRATIVE
J.6	PRINCIPLE BUILDING EQUIPMENT
J.7	SPARE PARTS AND MATERIALS LIST
J.8	FACILITIES PRIORITY CODES
J.9	SUBMITTAL LISTING/REPORTING
J.10	METRICS AND MEASUREMENTS
J.11	AOC PROHIBITED MATERIALS LIST
J.12 - 14	RESERVED
J.15	PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM (TO BE FURNISHED WITH CONTRACT AWARD DOCUMENTS)
J.16	REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (TO BE FURNISHED WITH CONTRACT AWARD DOCUMENTS)
J.17	COLLECTIVE BARGAINING AGREEMENT (CBA) WAGE DETERMINATION NO. 2005-0284 (R-1) DTD 09/06/2005
J.17a	DAVIS BACON WAGE DETERMINATION - GENERAL DECISION: VA20030052, MOD NO. 22, DATED 05/05/2006 VA52 (5-PAGES)

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LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>NO. OF ATTACHMENT NAME</u>
J.18	WORK ORDER PRICE LIST
J.19	CERTIFICATE OF INSURANCE FORM (TO BE FURNISHED WITH CONTRACT AWARD DOCUMENTS)
J.20	PAST PERFORMANCE QUESTIONNAIRE
J.21	RESERVED
J.22a & b	FACILITY MAP(s) - TO BE REVIEWED DURING SITE VISIT

END OF SECTION J

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

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FAR 52.204-3	TAXPAYER IDENTIFICATION
AOC52.204-2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AOC52.204-3	REPRESENTATIONS AND CERTIFICATIONS
FAR 52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AOC52.209-1	ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
AOC52.215-8	AUTHORIZED NEGOTIATORS

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

 (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

 (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

 (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

 (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

 (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

 (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

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(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

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_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

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AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications

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contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for
debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this
offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or
a criminal offense in connection with obtaining, attempting to obtain, or performing a public
(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes
relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,
falsification or destruction of records, making false statements, tax evasion, or receiving stolen
property; and

(C) Are () are not () presently indicted for, or otherwise criminally
or civilly charged by a governmental entity with, commission of any of the offenses enumerated in
paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this
offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors;
owners; partners; and, persons having primary management or supervisory responsibilities within
a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business
segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States
and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject
to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any

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time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.209-1 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
(NOV 2004)

(a) The offeror and resultant contractor certifies that, to the best of the it's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee,

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or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____
<hr style="border-top: 3px double #000;"/>	

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____
<hr style="border-top: 3px double #000;"/>	

<u>Name</u> _____	<u>Title</u> _____
<u>Telephone:</u> _____	<u>E-Mail:</u> _____
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(End of provision)

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AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. **Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: (Carolyn Horne), Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515.** Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) **To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS**

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receipt to (Carolyn Horne) to (202) 225-3221 at the time of the submission of their offer.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) **Submission, modification, revision, and withdrawal of proposals.** (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by : **July 14, 3:00 p.m. (Local time).** For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of

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proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to chorne@aoc.gov or via facsimile to (202) 225-3221.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

- (i) Signing and returning the amendment;
- (ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;
- (iii) Letter or telegram; or
- (iv) Facsimile, if facsimile offers are authorized in the solicitation.

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(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (a) Mark the title page with the following legend:
“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”; and
- (b) Mark each sheet of data it wishes to restrict with the following legend:
“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

- (a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return

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this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall—

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(f) **The Proposal shall be submitted in two parts:** a technical proposal (original and 3 copies) and a cost proposal (original and 2 copies). Each of the parts shall be separate and complete in itself so that evaluation of one can be accomplished independently from evaluation of the other. The technical proposal must be succinct, well written, and presented in a clear straightforward manner in an 8.5" x 11" format and must not contain any references to costs. All Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in this solicitation and addresses each of the following five (5) Technical Factors. Offerors are also cautioned to be responsive to all of the requirements of Section C (Scope of Work) and provide sufficient information to allow evaluation of the proposals per Section M (Evaluation Factors for Award).

FACTOR 1: TECHNICAL APPROACH:

Offeror's shall discuss in outline form, with brief narratives, the processes they would use in the implementation of this project. The outline shall include specific tasks and any other items the firm deems critical to their technological approach as it relates to each subfactor. The technical approach must demonstrate an understanding of the range of work and describe the general processes the firm will use to accomplish the tasks identified in the scope of work including which tasks will be accomplished by subcontractors.

Subfactor 1.1 - Facilities Management - The offeror shall provide evidence of their team's ability to perform facilities management for a facility of the size, scope, and complexity of the ACF site to include 24 hours/7 days a week for facility maintenance operations, work order management, and maintenance planning implementation using Facility Center Version 8.3 CAFM Software, document control, Micro station CAD support, subcontractor management, customer relations, quality control, and

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continuous improvement process.

Subfactor 1.2 - Operations and Maintenance - The offeror shall provide evidence of his team's ability to perform operations and maintenance for a facility of the size, scope, and complexity of the ACF site to include building and site systems commissioning, preventative, predictive, and corrective maintenance planning, scheduling, and execution, building systems operations, monitoring, and controlling, testing requirements, and indoor air quality.

Subfactor 1.3 - Landscaping, Grounds, and Plant Maintenance - The offeror shall provide evidence of his team's ability to perform landscaping, grounds and plant maintenance for a facility of the size, scope, and complexity of the ACF site to include lawn mowing, turf, plant, shrub, and tree maintenance, bed, and decorative landscaping structures maintenance, and debris clearing.

Subfactor 1.4 - Snow Removal - The offeror shall provide evidence of his team's ability to perform snow removal for a facility of the size, and complexity of the ACF site to include snow and ice removal for roads, parking areas, sidewalks, and landings, surface treatments, and snow stockpiling.

Subfactor 1.5 - Design Build Work - The offeror shall provide evidence of his team's ability to perform design build project work for a facility of the size, scope, and complexity of the ACF site to include scoping, planning, estimating, design, scheduling, construction, and construction management services.

FACTOR 2 - CORPORATE EXPERIENCE:

The Contractor shall provide descriptions of current or recently completed contracts performed by the offeror, and any proposed subcontractor, from within the past ten (10) years. Descriptions shall include references of successfully managed contracts for **at least three (3)** comparable projects that have been performed within the past five (5) years. Comparable projects are those, which are similar in size, scope, and complexity to the work contemplated by this solicitation, and which involve most of the following characteristics:

- Experience** in facility management for a 24/7 operation utilizing computer aided facilities management (CAFM) software;

- Experience** performing operations and maintenance for a BOMA Class A building with similar systems to include preventative, predictive, and corrective maintenance, and operational control utilizing a building automated system.

- Experience** with landscaping and grounds maintenance;

- Experience** with snow removal operations;

- Experience** with providing on-going design and construction support to include planning, estimating project cost, and recommending appropriate architectural or engineering solutions to facility problems identified. **Each project profiled shall include at a minimum the following information:** (1) Project ID and location; (2) contracting agency/owner identification and address; (3) Date of award & completion date(s); (4) Contract award amount/final amount and description of any differences between the award amount and the final amount; (5) key personnel/subcontracts involved; (6) brief description of project; and (7) point of contact at agency/owner w/phone number.

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Sub-factor 2.1: **Similar Project Experience:** Demonstrates expertise and successful completion of operations and maintenance services (over 100,000 square feet of building space) with responsibilities for the items/services outlined in the scope of work. Similar project experience can be work completed under the direction of the offeror by in-house forces, sub-contractors, or partners. The project profile should clearly state the role of each participant (by company) and their responsibilities.

Sub-factor 2.2: **Long Term Relationship:** Profiled projects demonstrate that the offeror has been successful in establishing and maintaining long term relationships to include: customers, suppliers, subcontractors and partners.

Sub-factor 2.3: **Support Infrastructure:** Proposal should demonstrate that the offeror possesses the necessary infrastructure at the corporate level to insure successful project start-up and continuing operations to include: corporate sponsorship for executive oversight; program management; human resources; accounting/budget; planning; design support; facilities engineering; operations and maintenance, safety and supplier/subcontractor management.

Sub-factor 2.4: **Project Schedule and Budget:** Proposal should demonstrate that the offeror has a consistent track record of completing similar projects on schedule and within budget. Specific corporate wide metrics should be included in the proposal as evidence of consistent performance. If profiled projects experienced schedule or budget problems, the offeror shall discuss the reasons for them and what has been done to address the issues.

FACTOR 3: ORGANIZATION & KEY PERSONNEL:

Sub-factor 3.1: **Project Organization and Management** - The offeror shall provide an executive summary of his team's project management plan with a proposed organizational chart. The plan should reflect key management functions, and managerial authority for the project team and any major subcontractors, suppliers, and/or partners. At a minimum, key functions of staffing, subcontracting, and financial relationships should be identified. Provide sufficient information to determine accountability and resource commitments to the project on the part of the offeror and any major subcontractor and how those commitments will be monitored and guaranteed by the offeror. The plan should also identify a corporate sponsor and their plan for managing the customer relationship.

Sub-factor 3.2: **Staffing Plan** - The offeror shall provide his list of proposed Key project team members, both in-house and major subcontractor, with any professional registration, licenses, or certification they may possess and identify their intended role on this project. Specifically, identify the Corporate sponsor, onsite program manager, chief engineer, lead HVAC technician, electrical/instrumentations control technician, CAFM technician/work order planner, CAD technician, small project work manager, construction manager, and construction foreman. Identify corporate staff support and/or affiliated consultants for speciality areas. Provide a detailed narrative describing the qualifications of these individuals and any major subcontractors as they relate to intended roles on this project. Where specific staff cannot be identified by name, indicate the technical speciality and the number of proposed personnel.

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Sub-factor 3.3: Key personnel resumes - The offeror shall provide evidence that the proposed key personnel (as defined by the statement of work) are well qualified in their areas of expertise and meet all qualifications outlined within the statement of work. Furnished resumes shall include: a detailed work history with job title, project responsibilities and accomplishments; dates assigned to project, relevant education and training accomplishments; copies of licensing and certifications, and client points of contact with phone numbers. Resumes of key personnel that are proposed for this project, along with the corporate sponsor, are required for inclusion with the offerors response.

Sub-factor 3.4: Subcontracting Management Plan - If the offeror plans to use subcontractors, subconsultants, or a strategic partner to accomplish this work, describe how the team will function as one unit and performance, schedule, and budget will be monitored and controlled to insure that all project deliverables will be met in accordance with the contract requirements. The plan should also address assignment of responsibilities, any delegation of authority required, and specific action the offeror will take if subcontractor performance appears to be out of conformance with contract requirements or starts to decline.

FACTOR 4: SAFETY PERFORMANCE:

Subfactor 4.1 - Safety Record - The offeror shall submit occupational injury/occupational illness safety performance information to include: restricted cases; restricted workdays, lost day cases, lost workdays, recordable cases incident rate, and severity incident rate. The same information shall be presented for any proposed major subcontractors or partners. Safety performance information shall be provided for all individual projects profiled in the corporate experience section as well as the corporation averages for the last five years. Evidence to substantiate safety performance, such as copies of the OSHA 200/300 logs and supplemental corporate reports, shall also be included.

Subfactor 4.2 - Corporate Safety Plan - The offeror shall submit their corporate safety plan and procedures with their proposal. It should include required staff training and items that are required for inclusion in the project safety plan. The corporate plan should show: who is responsible for reviewing project plans and insuring they meet project/corporate requirements; where the corporate safety officer fits into the organization; and indicate their professional credentials.

Subfactor 4.3 - Project Safety Plan - The offeror shall submit their proposed project safety plan for evaluation. It shall address the major components required by the statement of work and include roles and responsibilities; training requirements; procedures; and sample forms.

FACTOR 5: PAST PERFORMANCE:

For each project description provided pursuant to paragraph entitled "Corporate Experience," the offeror and each proposed subcontractor, if applicable, shall request that its former customers complete the attached Past Performance Questionnaire (Section J, attachment J-17) furnished with solicitation. While it is recognized that most single projects may not have covered all of the elements, skills, and tasks required in this procurement, the offeror's proposal may include a group of projects that substantially demonstrate

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accomplishment of similar work elements, skills, and tasks. The questionnaire responses will be reviewed with the offeror being evaluated on the sub-factors below.

NOTICE TO OFFERORS: It is the offeror's responsibility to ensure that Past performance questionnaires are completed and timely submitted by customer references, and that correct names, addresses, and phone numbers are provided in the proposals for each reference. All questionnaires shall be submitted by the past customers directly to the Architect of the Capitol by facsimile to the attention of Ms. Carolyn Horne, (202) 225-3221 or by email to chorne@aoc.gov. **NO LATER THAN THE DUE DATE FOR THE SUBMISSION OF THIS SOLICITATION.** The Government may also contact other offeror customer's or use other references/information to verify past performance.

Sub-Factor 5.1: *Conforming to Contract Requirements* - That the offeror has a history of delivering the required contract services in a manner that meets the contract requirements and complied with all standards. Additionally, that **NO** cure notices, show cause notices, or other letters dealing with unsatisfactory performance had to be issued to the contractor.

Sub-Factor 5.2: *Quality of Work* - That the offeror consistently maintained a quality control program and that all deliverables/services met the specified quality required by the contract.

Sub-Factor 5.3: *Cost Performance* - That the offeror provided services at a reasonable price and managed the work to meet approved budgets. Additionally, that the required contract price changes were fully investigated and presented to the customer in a forthright manner after all attempts to contain the cost were unsuccessful.

Sub-Factor 5.4: *Schedule Performance* - That the offeror met the required schedule and if necessary, took the appropriate (as necessary) steps to get back on schedule without customer action.

Sub-Factor 5.5: *Customer Satisfaction* - That the offeror dealt with the customer with integrity, reasonableness and in a cooperative spirit that demonstrated a concern for, not only delivering what was required but, insuring that customer satisfaction was achieved. That maintaining the relationship was important throughout the process.

(g) **Price Proposal** - A firm fixed-price shall be entered by each offeror on Section B, the Schedule page(s) for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent. **"The contractor shall also complete and submit along with his price proposal, Section J - Attachment J-15 entitled Reimbursable Services and Rates".** In addition, the Solicitation, Offer, and Award Form, Section K, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

((End of provision))

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFEROR

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Firm fixed Price contract with Not-to Exceed amounts) resulting from this solicitation.

(End of provision)

**FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.govcon.com

PROVISION TITLE DATE FAR REFERENCE

(End of provision)

END OF SECTION L

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ARTICLE NUMBER	ARTICLE NAME
M.1	BASIS FOR AWARD
M.2	EVALUATION OF PROPOSALS
M.3	PROPOSAL EVALUATION CRITERIA
M.4	CLAUSES INCORPORATED BY REFERENCE

SECTION M EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

Subject to the terms and conditions herein, contract award will be made to a single offeror who, in the discretion of the Contracting Officer, is determined to offer the best value to the Government. No proposal shall be considered for award that fails to reflect the offeror's clear intent to provide the full amount of work described within this solicitation.

Contractor Selection will be based on an in-depth evaluation of proposals in accordance with the responses received to the technical factors outlined in Section L, Instructions, Conditions, and Notices to Offerors and the Schedule of Prices. Award will be made to that offeror whose combination of technical and price proposals represents the best overall value to the Government and is most advantageous, price, and other factors considered. **Best value may ultimately result in the selection of other than the lowest price offer**, where in the discretion of the Contracting Officer, the evaluated total regarding the non-price factors of (1) Technical Approach, (2) Corporate Experience, (3) Organization and Key Personnel, (4) Safety Performance, and (5) Past Performance when taken together are considered in a tradeoff to be worth the additional price premium to be charged.

The Government reserves the right to make award without discussions based solely upon initial offers and without providing the opportunity to offerors to submit revised proposals. Accordingly, each initial offer must contain the offeror's best terms from a technical and price standpoint. If the Government does not enter into discussions, they will be held only with those offerors determined to be in the competitive range. Should discussions be held, a final proposal revision may be requested at which time the offerors may submit revisions to their proposals by an established cut-off date. Final proposal revisions will be evaluated against the same criteria and factors as they were in the initial offers and will be subject to submission and delivery provisions.

Offerors may be given an opportunity to address unfavorable reports of past performance if the offeror has not had a previous opportunity to review the rating. Such an opportunity will not be considered discussions and will not provide an offeror an opportunity to submit a revised proposal. Discussions, if conducted, will include all offerors in the competitive range. However, limited "clarifications" typically involving only selected individual offerors may also in the discretion of the Contracting Officer, properly be conducted to resolve unanswered questions and such limited exchanges, if necessary, shall not be considered "discussions" and shall not result in the revision of any affected proposal.

M.2 EVALUATION OF PROPOSALS

This is a competitive source selection procurement and will be conducted using formal source selection procedures. Contract award will be made to the offeror whose proposal conforms to the solicitation and is determined to be most advantageous to the Government in accordance with the requirements stated below.

- A. To be eligible for evaluation, proposals, must be prepared in accordance with and comply with the instructions given in the solicitation.

SECTION M EVALUATION FACTORS FOR AWARD

- B. The Technical Evaluation Factors, when combined are significantly *more important* than cost.
- C. The Technical Evaluation Factors to be used in assessing the quality of each proposal are listed below in Section M.3, Proposal Evaluation Criteria. The criteria listed below are in descending order of importance.
- D. The proposal's cost will be separately evaluated from the proposal's technical merit. Award will not be automatically determined by numerical calculation of formula relationship between cost and technical merit. As the technical merits of the proposals become more equal, than cost will be of greater importance.

M.3 PROPOSAL EVALUATION CRITERIA (AOC) (JUN 2003)

M.3.1 The Government will evaluate:

(1) The extent to which the proposal exhibits a clear understanding of the work requirements, and the means required to fulfill the requirements.

(2) The extent to which the proposal demonstrates an ability to meet or exceed the requirements defined in the RFP, and the quality of service which is likely to result from implementation of an offeror's proposed methods.

(3) Feasibility of performing all RFP requirements within the total price proposed.

M.3.2 Evaluation Factors are:

TECHNICAL FACTOR 1- Technical Approach: The technical approach (to include the sub-factors) will be evaluated to determine if the offeror has identified/demonstrated an understanding of the range of work and described the general processes the firm would use in accomplishing the tasks identified within the scope of work including which tasks would be accomplished by subcontractors; offeror has provided satisfactory evidence of his team's ability to perform O&M services to include building and site systems commissioning, preventative, predictive, and corrective maintenance planning, scheduling, and execution, building systems operations, monitoring, and controlling, testing requirements, indoor air quality; to include lawn mowing, turf, plant, shrub, and tree maintenance, bed, and decorative landscaping structures maintenance, and debris clearing; provided evidence of it's ability to perform snow removal services; evidence of it's ability to perform Design build work services for a facility the size, scope and complexity of the ACF in accordance with the scope of work to include scoping, planning, estimating, design, scheduling, construction, and construction management services.

TECHNICAL FACTOR 2 - Corporate Experience - The offeror's corporate experience (to include the sub-factors) will be evaluated to determine if the offeror has provided references for at least 3 "successfully managed" comparable projects that have been performed within the past 5 years; evaluated to determine if the offeror has provided similar project experience that is comparable to a BOMA Class A facility the size, scope and complexity of the ACF; evaluated to determine if the offeror has

SECTION M

EVALUATION FACTORS FOR AWARD

profiled projects which demonstrate the offeror's success in establishing and maintaining long term relationships to include: customers, suppliers, subcontractor's and partners; evaluated to determine if the offeror has satisfactorily demonstrated that he possesses the necessary infrastructure at the corporate level to insure successful project start-up and continuing operations to include: corporate sponsorship for executive oversight, program management, human resources, accounting/budget, planning, design support, facilities engineering, operations and maintenance, safety and supplier/subcontractor management; evaluated to determine if the offeror has demonstrated a consistent track record of completing similar projects on schedule and within budget; and corporate experience in facility management for a 24/7 facility operation utilizing computer aided facilities management (CAFM) software.

TECHNICAL FACTOR 3- Organization and Key Personnel - The offerors proposal will be evaluated to determine if the offeror has provided an executive summary of his team's project management plan with a proposed organizational chart (staffing plan) depicting key management functions and managerial authority for the project team and any major subcontractors, suppliers, and/or partners; evaluated to determine if the offeror has provided his list of proposed key project team members both in-house and major subcontractors, with any/all professional registration licenses, or certifications they may possess and identified their intended role on this project; evaluated to determine if the offeror has provided evidence/furnished resumes that the proposed key personnel (as defined within the SOW) are well qualified in their areas of expertise and have met all qualifications as outlined within the SOW, evaluated to determine if the offeror has provided information that he plans to use subcontractors, subconsultants, or a strategic partner to accomplish this work, and has described how the team would function as one unit and performance, schedule, and budget would be monitored and controlled to insure that all project deliverables would be met in accordance with the contract requirements, and if the plan addressed assignments of responsibilities, any delegation of authority required, and any specific action the offeror would take if subcontractor performance appeared to be out of conformance with the contract requirements or started to decline.

TECHNICAL FACTOR 4 - Safety Performance - The offeror's proposal will be evaluated to determine if the offeror has submitted occupational injury/occupational illness safety performance information to include restricted cases, restricted work days, lost day cases, lost workdays, recordable cases incident rate, and severity incident rate for any proposed major subcontractors or partners; evaluated to determine if the offeror submitted their corporate safety plan and procedures with their proposal; included the required staff training and items that were required for inclusion in the project safety plan; identified who was responsible for reviewing project plans and insuring that they met project/corporate requirements, where the corporate safety officer fit into the organization and indicated their professional credentials; and evaluated to determine if the offeror submitted their proposed project safety plan for evaluation addressing the major components as required by the SOW and included roles and responsibilities; training requirements, procedures, and sample forms.

TECHNICAL FACTOR 5 - Past Performance - The offeror's past performance will be evaluated to determine if the offeror and each proposed subcontractor requested its former customers to complete and submit the Past Performance Questionnaires in accordance with Section J, attachment J20; evaluated to

SECTION M

EVALUATION FACTORS FOR AWARD

determine if the offeror has a history of delivering the required contract services in a manner that meets the contract requirements and has complied with all standards, been issued NO cure notices, show cause notices, or other letters dealing with unsatisfactory performance; evaluated to determine if the offeror has maintained a quality control program and that all deliverables/services met the specified quality as required by the contract; evaluated to determine if the offeror has provided services at a reasonable price and managed the work to meet approved budgets; that the required contract price changes were fully investigated and presented to the customer in a forthright manner after all attempts to contract costs were unsuccessful; evaluated to determine if the offeror met the required schedule and if necessary, took the appropriate steps to get back on schedule without customer action; and evaluated to determine if the offeror dealt with the customer with integrity, reasonableness, and in a cooperative spirit that demonstrated a concern for, not only delivering what was required but insuring that customer satisfaction was achieved.

TECHNICAL FACTOR 6 - Cost/price - The Government will evaluate the price proposals of all firms found technically qualified. Price criterion measures not only actual dollars but also analyze the accuracy and reasonableness of the proposed costs, the realism of the proposed cost and probable cost to the Government.

M.4 CLAUSES INCORPORATED BY REFERENCE

M.4.1 This contract incorporates one or more Federal Acquisition Regulation (FAR) (Chapter 1 of Title 48, Code of Federal Regulations) clauses by reference with the same force and effect as if they were given in full text. The full text of the clauses(s) may be accessed electronically at: “www.gsa.gov”.

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
EVALUATION OF OPTIONS	JUL 1990	52.217-5

END OF SECTION M

**SECTION J ATTCH J-2
ABBREVIATIONS AND DEFINITIONS**

Abbreviations:

**SECTION J ATTCH J-2
ABBREVIATIONS AND DEFINITIONS**

Abbreviations:

A-E	Architectural and Engineering
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AGIH	American Governmental Industrial Hygienists
AHU	Air Handling Unit
ANSI	American Nation Standards Institute
AOC	Architect of the Capitol
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning
ASME	American Society of Mechanical Engineers
ATS	Automatic Transfer Switch
BAS	Building Automated System
BOCA	Building Officials and Code Administrators
BOMA	Building Owners and Managers Association International
BOP	Building Operating Plan
BTU	British Thermal Units
CAD	Computer Aided Design
CAFM	Computer Assisted Facilities Management
CET	Certified Elevator Technician
CFR	Code of Federal Regulations
CFM	Cubic Feet per Minute
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
CO2	Carbon Dioxide
COB	Close of Business
COR	Contracting Officer's Representative
C/W	Chilled Water
DDC	Direct Digital Control
DEQ	Department of Environmental Quality
DIP	Ductile Iron Pipe
DWO	Demand Work Order
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
FAT	Functional Acceptance Test
FC	Facility Center CAFM Software
FM	Facility Management
AOC RFP # 060106	

**SECTION J ATTCH J-2
ABBREVIATIONS AND DEFINITIONS**

Abbreviations:

FT	Feet
GAL	Gallon
GPH	Gallons per Hour
GPM	Gallons per Minute
GR	Grains of Moisture
HCHO	Formaldehyde
H/W	Heating Hot Water
HR	Hour
HVAC	Heating Ventilation and Air Conditioning
IAQ	Indoor Air Quality
IBC	International Building Code
IMC	International Mechanical Code
IPC	International Plumbing Code
IREM	Institute of Real Estate Management
IRO	Infrastructure Repair Order
ISO	International Standards Organization
KPIs	Key Process Indicators
KVA	Kilo Volt Amps
KW	Kilo Watts
LB(S)	Pound(s)
LEEDS	Leadership in Energy and Environmental Design
LOC	Library of Congress (Tenant Organization)
MBH	1,000 BTUs per Hour
MCL	Maximum Contaminate Level
MEP	Mechanical, Electrical and Plumbing
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAEC	National Association of Elevator Contractors
NAVCC	National Audio Visual Conservation Center (Tenant Organization)
NEBB	National Environmental Balancing Bureau
NEC	National Electric Code
NFPA	National Fire Protection Association
NICET	National Institute of Certification in Engineering Technologies
NSC	Nation Safety Council
OAT	Operational Acceptance Test
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
O&M	Operations and Maintenance
PDDU	Packaged Desiccant Dehumidification Unit
PM	Preventative / Predictive Maintenance
AOC RFP # 060106	

SECTION J ATTCH J-2 ABBREVIATIONS AND DEFINITIONS

Abbreviations:

PPM	Parts Per Million
PSI	Pounds per Square Inch
PVC	Poly Vinyl Chloride
RCP	Reinforced Concrete Pipe
RH	Relative Humidity
ROM	Rough Order of Magnitude
SAC	State Administrative Code
SDH	State Department of Health
SOP	Standard Operating Procedure
SOW	Statement of Work
TLV	Threshold Limit Values
TWA	Time Weighted Average
UFAS	Uniform Federal Accessibility Standards
USBC	Uniform Statewide Building Code
USFC	Uniform Statewide Fire Code
VAV	Variable Air Volume
VDC	Volts Direct Current
VDH	Virginia Department of Health
VTG	Vertical Tube Pour-In Gaseous Filter
W/M	Water Main

Definitions:

24/7: Continuous operations for 24 hours a day / seven days a week.

Critical Systems: All life safety systems and other systems that put the ACF's collection at risk for damage or deterioration when inoperable.

Construction: Installing new building equipment, systems, components or structures at the ACF site or addition to and alteration of the same.

Corporate Sponsor: Executive level person with the Managing Contractor's organization who has been designated to provide contract oversight and insure overall customer satisfaction. This person would be involved in any escalation and problem resolution process beyond the on-site Program Manager.

Demand Work Order: Reactive or corrective maintenance regardless of the origination of the task. Including all maintenance work orders, except preventative maintenance (PM). Work identified during a PM will be classed as a DWO.

AOC RFP # 060106

SECTION J ATTCH J-2 ABBREVIATIONS AND DEFINITIONS

Abbreviations:

Design-Build: An integrated fast-track process of acquiring facility additions/alterations; systems modifications; new interior/exterior finishes or upgrades, and space rearrangement utilizing a single source provider for the planning, design and construction services required.

Emergency Service Call: Defined as a priority 1 or 2 demand work order (DWO.)

Facilities Priority Codes: A numerical system that classifies, defines response times, and prioritizes maintenance and repair, demand work orders and small project work.

Full Service Vendor: A description of the broad range of services provided by the facility operations and maintenance contractor (referred to as the Managing Contractor) for the ACF.

Maintenance and Repair: Predictive/Preventative maintenance and repair of building equipment systems, components or structure that currently exists at the ACF site.

Managing Contractor: The company contracted with the AOC to provide facility operations and maintenance support for the ACF.

Managing Contractor Personnel: Includes direct hire staff, temporary staff, suppliers, sub-consultants, and subcontractors.

Monthly Work Order: Work orders used by the Managing Contractor to track man-hours spent on routine operations which are not on the PM schedule (rounds, training, administration work and system monitoring.)

Planned Work: Includes IRO and other work that is scheduled by a specific due date or event.

Project Work: See small projects below.

Reimbursable Services: Labor, materials or contracted services performed by the Managing Contractor with payment based on pricing submitted with the proposal.

Routine Service Call: All priority 4 - 10 service calls.

Self Perform: Work completed by Managing Contractor, or partner personnel as AOC RFP # 060106

**SECTION J ATTCH J-2
ABBREVIATIONS AND DEFINITIONS**

Abbreviations:

opposed to subcontracted forces.

Small Projects: A class of facility addition/alteration, systems modification, new interior finishes/office upgrades or complete repainting work with a construction cost of up to \$250,000.

Small Waterworks: A waterworks that serves 3,300 persons or fewer.

Sustainable: Providing a safe, healthy, comfortable indoor environment while simultaneously limiting the impact of the Earth's natural resources.

Urgent Service Call: Defined as a priority 3 DWO.

SECTION J ATTCH J-3

APPLICABLE CODES, REGULATIONS AND STANDARDS

A. Safety, Industrial Hygiene and Environmental:

1. Occupational Safety and Health Standards for General Industry 29 CFR 1910.
2. Safety and Health Regulations for Construction 29 CFR 1926.
3. Basic Program Elements for Federal Employee OSHA Program and Matters 29 CFR 1960.
4. Federal Standard 313: Preparation and the Submission of Material Safety Data Sheets
5. American Governmental Industrial Hygienists Threshold limit Value for Chemical Substances and Physical Agents and Biological Exposure Indices.
- 6.. Environmental Protection Agency (EPA): National Emission Standards for Hazardous Air Pollutants (40 CFR 61); Hazardous Waste Management (40 CFR 260-270, 302, 355, 370) and National Primary Drinking Water Regulations (40 CFR 141.)

B. AOC Adopted Building Codes:

1. The BOCA Basic Building Code, 1999 Ed.
2. National Electric Code, NFPA 70, 2000 Ed.
3. NFPA 101, Life Safety Code, 2000 Ed.
4. ASME/ANSI A17.1, Safety Code for Elevators, 2000 Ed. including addenda.
5. ASHRAE Handbook of Fundamentals, current Ed.
6. IMC, 1998 Ed.
7. IPC, 1997 Ed.
8. Illuminating Engineering Society Handbook, current Ed.
9. NFPA 111, Standard on Stored Electrical Energy & Standby Power, current Ed.
10. ASHRAE Standard 90.1-89, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings.
11. NFPA 2001 - Clean Agent Fire Extinguishing Systems, 2000 Ed.
12. Uniform Federal Accessibility Standards, 1985-494-187
13. 28 CFR Part 36, ADA Standards for Accessible Design, 7/1/94 Ed.
14. Roads and Drainage - Comply with latest editions of Virginia Department of Transportation Manuals, Design Guides and Specifications.

SECTION J ATTCH J-3

APPLICABLE CODES, REGULATIONS AND STANDARDS

C. Indoor Air Quality:

1. Ventilation for Acceptable Indoor Air Quality (ASHRAE-62-2001)
2. Standard for Thermal Environmental Conditions for Human Occupancy (ANSI/ASHRAE-55)
3. National Environmental Balancing Bureau (NEBB): Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air Conditioning and Refrigeration System.

D. Waterworks

1. 12 VAC 5-590 Virginia Administrative Code for Waterworks Regulations (VDH)
2. 9 VAC 25-200 Virginia Administrative Code for Water Withdrawal Reporting (DEQ)

E. Accident Investigation:

1. National Safety Council Accident Investigation: A New Approach

F. Other References:

1. AOC Design Standards (Most Current Version.)
2. Building Operators and Managers Association (BOMA) International Books and Guidelines.
3. Institute of Real Estate Management (IREM) Books and Guidelines.
4. International Facility Management Association (IFMA) Bench marking Recommendations, Research Reports and Guidelines.

**SECTION J ATTCH J-4
SCHEDULE OF DELIVERABLES**

No.	Deliverable Description	Reference	Copies	Due
1	Staffing Plan	C.4.2.2	3	30
2	Subcontractor / Supplier Management Plan	C.4.2.3	3	30
3	Training Plan	C.4.3.2	3	90
4	Safety Plan	C.5.2	3	30
5	Principle Building Equipment Inventory	C.5.5	3	90
6	CAFM Implementation Plan	C.5.7	3	60
7	Building Systems Drawings	C.5.8	3	90
8	Approved Chemicals List	C.5.10	3	30
9	Material and Spare Parts Inventory	C.5.11 A.	3	120
10	Critical Spare Parts List	C.5.11 B.	3	120
11	On-Site Supplies and Consumables List	C.5.11 C.	3	120
12	Government Furnished Equipment Inventory	C.5.11 D.	3	30
13	Hazardous Materials Handling and Storage Plan	C.5.15	3	120
14	Spill Response Plan	C.5.15	3	120
15	Hazardous Waste Disposal Plan	C.5.15	3	120
16	Emergency Operations Plan	C.5.16.1	3	90
17	Designated Emergency Response Personnel	C.5.16.2	3	90

**SECTION J ATTCH J-4
SCHEDULE OF DELIVERABLES**

No.	Deliverable Description	Reference	Copies	Due
18	Customer Relations Program Plan	C.5.17	3	150
19	Quality Control Plan	C.5.22	3	120
20	Continuous Improvement Process Plan	C.5.24	3	150
21	Building Operating Plan	C.6	3	90
22	Preventative Maintenance Plan	C.6.6	3	120
23	Life Safety Systems Testing Plan	C.6.8	3	90
24	Indoor Air Quality Program Plan	C.6.9A	3	120
25	Water Treatment Plan (Building Systems & Domestic Use)	C.6.10	3	30
26	Cross Connection Control Plan	C.6.10	3	30
27	Bacteriological Sample Siting Plan	C.6.10	3	90
28	Landscaping and Grounds Maintenance Plan	C.7	3	90
29	Snow and Ice Removal Plan	C.8	3	30
30	Design-Build Plan	C.9	3	90

SECTION J: ATTCH NO. J-5 MEP SYSTEMS NARRATIVE

PHASE I

MECHANICAL

- Central chilled water plant consisting of 3 - 1050 ton Trane centrifugal chillers, 2 - ton plate and frame heat exchangers, 4 - single cell cooling towers, fan coil units, supply/return lines, pumps, re-cool coils, air separators, valves, gages and controls.
- Central oil/gas fired hot water boiler heating plant consisting of 3 - 100 hp boilers at 125 psig operating pressure, deaerators, heat exchangers, filtration, pumps, air separators, PRV stations, flash tank, expansion tanks, medium/low pressure hot water supply/return piping, traps, valves, gages, and controls.
- HVAC distribution system consisting of AHUs, supply/return ducts, fire dampers, steam to steam humidifiers, pumps, fans, air filters, diffusers, returns, VAV boxes, and controls.
- Air exhaust systems with fans, ducts and louvers for restrooms, kitchen, locker areas, and mechanical/electrical spaces in the building. Separate exhaust/ventilation systems for the generators.
- Twenty three Computer Room Air Conditioning Units.
- Hot water, gas fired and electric unit heaters as well as hot water cabinet unit heaters.
- Electric domestic water heaters.
- Two passenger elevators and a freight elevator.
- Portable fire extinguishers

ELECTRICAL

- Electrically operated gates with controllers.
- Exterior area lighting to include: pole mounted, canopy, bollard, bracket, in grade and wall mounted landscape lighting, with photo cells, timers, direct buried conduit and wiring.
- Site power supply in concrete encased duct bank with hand holes.
- Emergency power system comprised of two 2000 KW emergency generators housed in self contained separate building with automatic transfer switches to power the north side of the facility.
- Telecommunications, security, and control wiring with duct banks and service

SECTION J: ATTCH NO. J-5 MEP SYSTEMS NARRATIVE

manholes/hand holes. Managing Contractor is not responsible for telecommunications or security wiring (only infrastructure maintenance.)

- Grounding and bonding system for all structures to include a ground bus in the central plant, electrical rooms, grounding for the communications system, electrical panels/rooms, equipment panels, and bonding for the emergency generators and fuel storage tanks.
- Fuel oil storage area with a Class I, Division 2 rated electrical system.
- Power supplied from 13.2 KV, 480/277V, 3 phase 4 wire transformers (primary transformers and meters maintained by power company). Includes two 4000 amp service entrances, 1200 and 1600 amp switchgear, 9 to 225 KVA dry type transformers, 40 to 800 amp panels, breakers, 600 amp motor control centers, variable frequency drives, conduit, cable trays, conductors, connectors to various equipment, disconnects, and wiring devices.
- Uninterruptible power supply (UPS) units for all power and equipment in the north portion of the facility including lights and plugs, and excluding HVAC equipment.
- Low voltage wiring for various building systems controls.
- Low voltage wiring for security systems (by others.)
- Communications systems infrastructure (conduit and cable trays) for telecommunications/data lines.
- Telecommunications wiring, connections and equipment (by others.)
- Emergency and normal power interior lighting.
- Fire alarm system to include heat, smoke and duct detection, pull stations, strobes, horns, remote alarm indicators, wiring, conduit, controls, annunciator panel with battery backup, and fire command center. Fire alarm system is tied in to other building systems as necessary (HVAC, electric, elevator, etc.)
- Fire door holders and magnetic locks connected to fire alarm systems.
- Heat trace system for piping.
- DDC building automation system for south building.

PLUMBING

- Storm drainage system to include garden roof system drains, areaway drains, porous paving, curbs, trench drains, swales, culverts, catch basins, inlets,

**SECTION J: ATTCH NO. J-5
MEP SYSTEMS NARRATIVE**

manholes, PVC piping , 15-36" RCP piping and outlets.

- Exterior sanitary sewer system of 8" PVC pipe from the building to municipal pump station.
- Foundation drains and clean-outs for the building and water storage tank.
- Central irrigation system with 120 VAC controller with master valve, flow sensors, and remote control valves.
- Building water systems to include: domestic use, hot and cold water, cooling tower make-up, mechanical make-up and chilled water with various valves, gauges, booster pumps and back flow prevention.
- Interior sanitary sewer system with venting, floor drains, and clean-outs throughout the facility.
- Central compressed air system with compressor, air dryer and piping.
- Fuel oil supply system composed of 1 - 20,000 gallon storage tanks housed in the exterior of the building, and 2 - 3500 gallon storage tanks self contained in the 2 - 2000kw generator sets, with refill systems, fuel pumps, strainers, filters, supply / return lines, leak detection, level sensors, valves, controls and transfer pumpsA 40 gallon electric water heater.
- Plumbing fixtures to include: water closets, lavatories, urinals, water coolers and showers.
- Emergency eyewash/safety showers.
- A fire protection system/ fire suppression system. Automatic wet pipe sprinkler systems, piping, sprinkler heads, valves, drains, and inspection test headers.

Section J Attachment 6 - Equipment Inventory

Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
A-1	Air dryer, refrigerated type	5	2	2	20
A-2	Unitary, Heating & Cooling Unit	0	1	3.5	0
A-3	Humidification system	2	1	1	2
A-4	Air Compressor	4	2	2.3	18.4
A-5a	A/C machine, split sys, comfort cooling, <10T	0	1	3	0
A-5b	A/C machine, split sys, special purpose, <=10T	23	6	3	414
A-6	A/C machine, package, Comfort Cooling, <=10T	0	1	3	0
A-7a	A/C machine, package, special purpose, <=10T	0	6	3	0
A-7b	A/C machine, package, special purpose, >10T	0	6	6	0
A-8	A/C machine, window unit	2	2	2	8
A-9	Air Cooled Condenser, <10 tons	23	1	4	92
A-10	Heat Pumps	0	1	3	0
A-11a	Air Handler Unit, 5001-15,000cfm	0	1	4.5	0
A-11b	Air Handler Unit, 15,001-30,000cfm	0	1	8.25	0
A-11c	Air Handler Unit, 30,001-50,000cfm	8	1	21.25	170
A-12	Glycol Dry Cooler	0	1	3.5	0
A-13	A/C Unit Wall or Ceiling Mounted	2	1	3	6
B-1	Battery charger	0	4	.25	0
B-2	Boiler	3	1	8	24
B-3	Boiler, Burner, Gas	3	1	2	6
B-4	Boiler, Burner, Oil	3	1	3	9
B-5	Boiler, Burner, Electric	0	1	2	0
B-6	Boiler, Interment Controls	3	1	1	3
B-7	Boiler, Hydrostatic Inspection	3	1	1.2	3.6
B-8	Boiler, External Inspection	3	1	2.4	7.2
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Section J Attachment 6 - Equipment Inventory

Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
C-1	Clock, central system	0	2	7.25	0
C-2	Remote air intake dampers	0	2	.5	0
C-3	Coils, preheat, remote location	0	1	.75	0
C-4	Central mini-computer, EMS, HVAC	1	4	4	16
C-5	Automatic mixing box, pneumatic or electric	0	1	1	0
C-6	Controls, Central System per device	111	1	.15	16.65
C-7	Condesate or Vacuum Pump	0	1	3	0
C-8	Central Control Panel - per device	26	1	.15	3.9
C-9	Cooling Tower, maintenance, >501-1000T	1	1	130	130
C-10	Cooling Tower, cleaning, >501-1000T	1	2	100	200
C-11	Evaporative Condenser	0	1	15	0
C-14	Crane Hoist or Trolley	1	1	5	5
C-24	Condensing unit, critical, <=20T	0	6	5.5	0
D-1	Door, power operated - Overhead	7	2	1.25	17.5
D-2	Dumbwaiter	0	.25	3.5	0
D-3	Drains, roof/100sqft, gutter/100lf, inspection	0	1	.5	0
D-4	Door, power operated	7	2	1.25	17.5
D-5	Door, main entrance	8	2	1	16
D-6	Drains, areaway, driveway, storm	0	1	.5	0
D-9	Distilled Water	0	1	1	0
D-10	Door, overhead manual	0	1	1	0
E-1	Elevator, elec or hydr, 4 floors or less	2	12	6	
E-2	Elevator, elec or hydr, 4 floors or less	2	4	2	
E-3	Elevator, elec or hydr, 4 floors or less	2	2	3	
E-4	Elevator, elec or hydr, 4 floors or less	2	1	10	
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
E-5	Elevator, elec or hydr, 4 floors or less	2	2	3	
E-6	Elevator, elec or hydr, 4 floors or less	2	1	4	
E-7	Elevator, elec or hydr, 4 floors or less	2	.20	8	
E-1	Elevator, elec or hydr, 6 floors or less	0	12	6	
E-2	Elevator, elec or hydr, 6 floors or less	0	4	2	
E-3	Elevator, elec or hydr, 6 floors or less	0	2	3	
E-4	Elevator, elec or hydr, 6 floors or less	0	1	10	
E-5	Elevator, electrical inspection, 6 floors or less	0	2	3	
E-6	Elevator, electrical inspection, 6 floors or less	0	1	4	
E-7	Elevator, electrical inspection, 6 floors or less	0	.20	8	
E-1	Elevator, elec or hydr, 11 floors	0	12	11.25	
E-2	Elevator, elec or hydr, 11 floors	0	4	2	
E-3	Elevator, elec or hydr, 11 floors	0	2	3	
E-4	Elevator, elec or hydr, 11 floors	0	1	24	
E-5	Elevator, electrical inspection, 11 floors	0	2	3	
E-6	Elevator, electrical inspection, 11 floors	0	1	4	
E-7	Elevator, electrical inspection, 11 floors	0	.20	8	
E-1	Elevator, elec or hydr, 13 floors	0	12	12.75	
E-2	Elevator, elec or hydr, 13 floors	0	4	2	
E-3	Elevator, elec or hydr, 13 floors	0	2	3	
E-4	Elevator, elec or hydr, 13 floors	0	1	28	
E-5	Elevator, electrical inspection, 13 floors	0	2	4.8	
E-6	Elevator, electrical inspection, 13 floors	0	1	5.8	
E-7	Elevator, electrical inspection, 13 floors	0	.20	9.8	
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
E-10	Escalators	0	1	8	
E-15	Escalators	0	52	1	
E-16	Escalators	0	1	96	
E-19	Emergency lights, closed systems	0	2	.2	0
E-21	Relay, Over & Under Voltage type	60	.50	1.60	48
E-26	LV molded case circuit breaker	0	.33	3.9	0
E-27	LV power circuit breaker > 100A	300	.33	4.2	415.8
E-28	Motor starter, > = 100hp	0	1	6	0
E-30A	Switchboards, LV, per cubicle	44	.33	2	29.04
E-31	Network Protector's 600V Class	0	1	5.5	0
E-33	HV transformer, dry type, power type	40	1	6.5	260
E-34	Disconnect switch, LV, 200<500A	199	.50	3	298.5
E-34A	Disconnect switch, LV, 200<500A	8	.50	3	12
E-35	Motor control center	43	2	8.7	748.2
E-36	Automatic transfer switch	2	2	1.5	6
E-37	Bus duct, LV & connectors, copper per 10'	0	.33	1	0
E-37A	Bus duct, 600v/disconnect/pwr take-off-outside	0	.33	1	0
E-37A	Bus duct, 600v/disconnect/pwr take-off-outside	0	.33	1	0
E-37A	Bus duct, 600v/disconnect/pwr take-off-inside	0	.33	1	0
E-37A	Bus duct, <600v/10ft section-inside	0	.33	1	0
E-38	HV air circuit breaker	0	1	6.2	0
E-41	Emergency generator, diesel engine	2	4	1	8
E-41A	Emergency generator, diesel engine	2	1	3	6
E-42	Emergency generators, electric	0	52	.3	0
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
E-42A	Emergency generators, electric	0	12	1.25	0
E-42B	Emergency generators, electric	0	4	.5	0
E-42C	Emergency generators, electric	0	2	.7	0
E-43A	Lead acid battery, per cell (Gell Cell)	0	4	.05	0
E-46	Battery, Uninterruptible Power Source	120	6	.04	28.8
E-46A	Battery, Uninterruptible Power Source	120	4	.04	19.2
E-46B	Battery, Uninterruptible Power Source	120	1	.04	4.8
E-51	Motor Starter, <=100hp & <=600V	0	1	1	0
E-52	Auxiliary Protective Relay	0	.5	.25	0
E-56	Dimmer & control, general lighting	0	1	4.5	0
E-57	LV dry-type transformer, >=30kva, <=600V	0	.33	3	0
E-58	Power Distribution Unit	0	2	1.50	0
E-59	Uninterruptible Power Source	3	4	1	12
F-1	Alarm check valves & accessories	0	12	.25	0
F-1A	Alarm check valves & accessories	0	4	1.25	0
F-2	Dry pipe, deluge and preaction valves	5	52	.15	39
F-2A	Dry pipe, deluge and preaction valves	5	4	.5	10
F-2B	Dry pipe, deluge and preaction valves	5	1	2	10
F-3	Post Indicator Valves	0	2	1.50	0
F-4	Fire control valves, >=4"	30	12	.2	72
F-4A	Fire control valves, >=4"	30	4	.25	30
F-4B	Fire control valves, >=4"	30	1	.3	9
F-5	Fire pump, motor or engine driven	0	52	1	0
F-6	Fire pump, electric motor driven	0	52	1	0
F-6A	Fire pump, electric motor driven	0	12	.5	0
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
F-6B	Fire pump, electric motor driven	0	1	1.6	0
F-9	Fire dept hose conn, standpipe or sprinkler	32	12	.2	76.8
F-9A	Fire dept hose conn, standpipe or sprinkler	32	0.2	.5	3.2
F-10	Fire dept pumper conn, standpipe or sprinkler	0	12	.05	0
F-11	Fire doors, stairs & exits, swinging	7	4	.05	1.4
F-13	Fire supervisory signals, testing	203	4	.4	324.8
F-14	Automatic fire detection, smoke detectors	121	1	.5	60.5
F-14A	Automatic fire detection, waterflow alarms	40	4	.3	48
F-14B	Automatic fire detection, heat detectors	39	1	.5	19.5
F-14C	Auto fire detection, op testing, per zone	39	2	.5	39
F-15	Fire alarm control panel & remote annunciators	15	1	.5	7.5
F-15A	Fire alarm control panel, special systems	14	1	.6	8.4
F-16A	Fire alarm system, event printer	0	4	.25	0
F-16B	Fire alarm system, audio control panel	0	1	.25	0
F-16C	Fire alarm system, remote controller	0	1	.25	0
F-17	Manual fire alarm station, coded & uncoded	62	1	.45	27.9
F-18	Fire and smoke dampers	0	0.5	.2	0
F-19	Fire Hydrant	0	2	.65	0
F-20	Sprinkler head, sprinklered areas per 1000sqft	2	1	.25	0.5
F-22	Fire extinguisher, stored pressure w/gauge	98	1	.25	24.5
F-22A	Fire exting, stored press w/gauge, non-ss	98	.167	.34	5.56444
F-24	Fire extinguisher, inspection	98	12	.1	117.6
F-25	Fire extinguisher, hydro test, stored pressure	98	.08	1	7.84
F-26	Fire Extinguisher System, Halon	1	12	.50	6
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
F-26A	Fire Extinguisher System, Halon	1	2	.75	1.5
F-27a	Fan, centrifugal, <5000cfm	0	1	1	0
F-27b	Fan, centrifugal, 5000-10,000cfm	0	1	1.3	0
F-27c	Fan, centrifugal, 10,000-15,000cfm	53	1	1.6	84.8
F-27d	Fan, centrifugal, 15,000-20,000cfm	0	1	1.9	0
F-27e	Fan, centrifugal, 20,000-25,000cfm	0	1	2.2	0
F-27f	Fan, centrifugal, 25000-30,000cfm	0	1	2.5	0
F-27g	Fan, centrifugal, 30,000-35,000cfm	0	1	2.8	0
F-27h	Fan, centrifugal, 35,000-40,000cfm	0	1	3.1	0
F-32	Filter, throwaway	0	3	.08	0
F-35	Flouresant lighting relamp 1 tube/48"	0	.20	.05	0
F-35	Flouresant lighting relamp 2 tube/48"	617	.20	.07	8.638
F-35	Flouresant lighting relamp 3 tube/48"	1768	.20	.11	38.896
F-35	Flouresant lighting relamp 4 tube/48"	0	.20	.13	0
F-36	Fan, propellor, > =24" diameter	0	1	.75	0
F-38	Lightning protection, per down conductor	0	1	.5	0
F-40	Filter, bag type, > 12-24"	0	2	.2	0
F-43	Filter, charcoal	0	3	.16	0
F-49	Filter, control air	39	4	.5	78
G-1	Fuel oil filter/strainer	0	2	.5	0
G-2	Grease Trap	0	12	.75	0
G-3	Gates & fences, security & access	0	2	2	0
H-3	Hot water heater, electric	8	1	.6	4.8
H-4	Heat exchanger, per plate	5	1	2	10
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
H-14	Hoist, lighting	0	1	1	0
H-15	Hoist Electric	0	1	.75	0
I-2	Fan Coil Unit	6	1	.40	2.4
I-3	Induction Unit	137	1	.40	54.8
K-100	Kitchen Equipment, Dish Tray, Busing Conveyer	0	.25	.30	0
K-100A	Kitchen Equipment, Dish Tray, Busing Conveyer	0	2	.20	0
K-101	Kitchen Equipment, Dishwasher Machine Electric	0	.25	.70	0
K-101A	Kitchen Equipment, Dishwasher Machine Electric	0	2	.40	0
K-102	Kitchen Equipment, Fryer	0	.25	.20	0
K-102A	Kitchen Equipment, Fryer	0	2	.70	0
K-103	Kitchen Equipment, Grill	0	.25	.30	0
K-103A	Kitchen Equipment, Grill	0	2	.70	0
K-104	Kitchen Equipment, Ice Creme / Shake Maker	0	.25	.80	0
K-104A	Kitchen Equipment, Ice Creme / Shake Maker	0	2	.30	0
K-105	Kitchen Equipment, Ice Maker	0	.25	.80	0.4
K-105A	Kitchen Equipment, Ice Maker	0	2	.50	2
K-106	Kitchen Equipment, Kettle	0	.25	.20	0.1
K-106A	Kitchen Equipment, Kettle	0	2	.50	2
K-107	Kitchen Equipment, Oven	0	.25	.20	0
K-107A	Kitchen Equipment, Oven	0	2	.50	0
K-108	Kitchen Equipment, Range	0	.25	.20	0.65
K-108A	Kitchen Equipment, Range	0	2	.50	13
K-109	Kitchen Equipment, Refrig/Freezer Walk In	0	.25	.30	0.9
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
K-109A	Kitchen Equipment, Refrig/Freezer Walk In	0	2	.90	21.6
K-110	Kitchen Equipment, Boilker / Steam Generator	0	.25	.40	0.9
K-110A	Kitchen Equipment, Boilker / Steam Generator	0	2	.50	9
L-2	Loading ramp, adjustable	4	4	1.25	20
L-3	Special Feature Lighting	0	1	.50	0
L-4a	Lighting, outside, incandescent	0	2	1	0
L-4b	Lighting, outside, fluorescent, HID	167	.2	1	33.4
L-5	Lawn sprinklers, per nozzle	0	1	.25	0
L-8	Spotlights, Fixed	15	4	1.50	90
M-1	Manhole, Electric	0	1	2	0
M-2	Manhole, sewer	0	4	2	0
M-3a	Motors, Preventive Maint, 1-7.5hp	0	1	.3	0
M-3b	Motors, Preventive Maint, >7.5-50hp	117	1	.5	58.5
M-3c	Motors, Preventive Maint, >50hp	8	1	.6	4.8
M-3A(a)	Motors, predictive maint, >10-50hp	117	1	.4	46.8
M-3A(b)	Motors, predictive maint, >50hp	8	1	.7	5.6
M-4	Manhole, water, steam, fuel oil	0	2	2	0
M-11	Motors, 600V or 200 Hp and above	0	1	6	0
P-4a	Pump, centrifugal, 1-24hp	79	1	1.5	118.5
P-4b	Pump, centrifugal, 25-100hp	0	1	5.5	0
P-6	Pump, Vacuum	0	2	2.30	0
R-2	Roof Inspection, per 100sqft	0	2	.03	0
R-4	Central CHW package unit, drinking, <25T	4	1	18	72
R-4A	Central CHW package unit, drinking, <25T	4	3	18	216
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
R-5	Refrigeration machine, centrifugal, 251-500T	3	1	90	270
R-8	Control panel, central refrigeration unit	3	1	4	12
R-11	Refrigeration Controls Central System	3	1	1	3
R-13	Non-destructive chiller tube analysis	3	.3334	9	9.0018
R-14	High Efficiency Purge Unit	3	1	2	6
S-7	Sump pump	0	1	3.75	0
S-8	Strainer, Y-type	67	1	.5	33.5
S-9	Strainer, bolted flange, 6-14 bolts	0	1	2	0
T-1	Tank, water, all types	1	.33	6.25	2.0625
T-2	Tank, air, refrigerant, LP	35	1	6.25	218.75
T-3	Tank, fuel oil storage	2	.25	6.25	3.125
T-4	Underground storage tank (UST)	0	12	.5	0
T-6	Tank, chemical	2	1	8	16
V-2	Valve, Safety Relief	0	12	.50	0
V-3	Valve, regulating	17	1	.6	10.2
V-4	Valve, fire system, pressure regulating type	3	12	.1	3.6
V-4A	Valve, fire system, pressure regulating type	0	1	2	0
V-4B	Valve, fire system, pressure regulating type	0	.2	2	0
V-5	Valve, manually operated, main line or critical	0	1	.4	0
V-5	Valve, manually operated, other > 2"	1439	.2	.4	115.12
V-6	Valve, motor operated	33	1	.4	13.2
V-7	Valve, hydraulic, pneumatic, electric	59	1	1.5	88.5
V-8	Valve, critical check	0	1	1.5	0
V-9	Valve, backflow preventer, 1.5" - 2"	5	1	1.5	7.5
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Building Inventory & PM Guide / Time Requirements

guide#	description	Inventory Quantity	5850 Guide Frequency	5850 Guide Hours Each	Man Hours Total
W-1	Drinking water filter system	0	4	3	0
W-2	Emergency Eye Wash	8	12	.5	48
W-4	Filter, water	19	2	.5	19
W-5	Window washing scaffold, power operated	0	1	4	0
W-8	Water treatment, cooling tower	1	12	2	24
W-9	Water treatment, Heating Systems	1	12	2	24
X-23	Heater unit, electric	25	2	.75	37.5
X-29	Chemical Feeder	2	2	1	4
X-32	Parking arm gate	8	1	1	8
X-37	Shower, Emergency	1	1	.10	0.1
X-50a	Variable Frenquency / Speed Drive	0			0
	Barrier, Security	4			0
					0
Total P/M Manhours					6021.23774

0

Estimated Service Calls _____ each call is approximately 30 min's.

0

Men Required (1840 manhours = 1 man - -2,080 less 80hrs vac, 80 hrs holiday, 80 hrs sick leave)

3.27 men

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**SECTION J: ATTCH J-7
SPARE PARTS AND MATERIALS LIST**

SYSTEM / EQUIPMENT	PART / MATERIAL TYPE	SIZE	QUANTITY
Ceramic Tile	Floor/Wall Tiles & Grout	Varies	TBD
Acoustical Ceilings	Ceiling Panels (Cartons of Each Size/Type/Pattern)	Varies	5%
Resilient Flooring	Tiles	12"x12"	TBD
Resinous Flooring	Tiles	Varies	TBD
Carpet Tile	For Raised Floor Systems	24"x24"	1%
Floor & Wall Paint	Touch-up for Each Type/Color	N/A	TBD
Access Flooring System	Components for Each Type	N/A	40 SF
Fire Alarm	Remote Indicating Lamps	Varies	10%
Fire Alarm	Strobe Unit Lamps	Varies	10%
Fire Alarm	Smoke and Heat Detectors	Varies	10%
Fire Alarm	Detector Bases	Varies	2%
Fire Alarm	Keys and Tool Sets	Varies	1 %
Fire Alarm	Audible and Visual Notification Appliances	Varies	1 Each Kind
Fire Alarm	Fuses	Varies	5 Each Kind
Fire Suppression	Extra Sprinkler Heads, Wrenches & Storage Cabinet	Varies	Per NFPA 13
Hydraulic Elevators	Parts Cabinet	Each	1
Hydraulic Elevators	Non-Proprietary Diagnostic Tools/Software	Each	1
Hydraulic Lifts	Parts Cabinet	Each	1
Pumps	Mechanical Seals (Per Type & HP	Varies	1 Each Kind
System / Equipment	Part / Material Type	Size	Quantity
Water Treatment	Chemical Service Program	N/A	4 Years
Water Treatment	Extra Chemicals (Initial Stock)	N/A	50%
Water Coolers	Filter Cartridges (Initial Stock)	N/A	200%

**SECTION J: ATTCH J-7
SPARE PARTS AND MATERIALS LIST**

Hose Bibb & Hydrants	Operating Key Handles	N/A	100%
Reduced Backflow Preventer	Watts TK-9 Test Kit, Spare Parts Kit, and Tool Kit	Varies	1 Each Kind
Backflow Preventer	Spare Parts Kit: Gaskets, Springs, and Main Assemblies	N/A	1 Each
AHUs	Fan Belt Sets	Varies	1 Each Set
Fan Coil Units	Spare Filters	Varies	200%
Fan Coil Units	Fan Belts	Varies	100%
Cabinet Unit Heaters	Spare Filters	Varies	200%
Duct Accessories	Fusible Links	Varies	10%
Centrifugal Fans	Belts	Varies	100%
Power Ventilators	Belts	Varies	100%
Air Distribution System	Filters (Unless Pre-Filters)	Varies	100%
Air Distribution System	Pre-Filters	Varies	100%
HVAC Controls	Room Temp. Sensor Cover Wrenches	Ea.	5
Elect. Wiring Devices	Floor Service Outlet Assembly	N/A	10%
Elect. Wiring Devices	TVSS Receptacles	N/A	10%
Packaged Engine Generators	Fuses	Various	10%
System / Equipment	Part / Material Type	Size	Quantity
Generators	Indicator Lamps	Various	33%
Generators	Filters	Various	1 Each Kind
Variable Frequency Controllers	Fuses	Various	20%
Variable Frequency Controllers	Indicating Lights	Various	2 Each Kind
Switchgear	Fuses/Fusible Devices (Transformers, Control Power, and Circuit Breakers	Various	6 Each Kind

**SECTION J: ATTCH J-7
SPARE PARTS AND MATERIALS LIST**

Switchgear	Indicating Lights	Various	6 Each Kind
Switchgear	Enclosure Touch-up Paint	0.5 PT	3 Each
Switchboards	Potential Transformer Fuses	Various	6 Each Kind
2mw Generators	Control Boards, sensors, serpentine belts and circuit breakers	Various	1 Each
Switchboards	Control Fuses	Various	6 Each Kind
Switchboards	Indicating Lights	Various	6 Each Kind
Panel Boards	Lock Keys	N/A	6 Each Kind
Motor-Control Centers	Indicating Lights	Various	2 Each Kind
Electrical System	Fuses	Various	10% Ea. Kind

SECTION J
ATTCH J-8
FACILITIES PRIORITY CODES

Priority 1

Immediate response with emergency notifications to all concerned AOC personnel, respond time within 15 minutes to be corrected within 2 hours. Examples:

- Fire or any life threatening situations (Service Call Desk to contact Security).
- Any power interruption or outage.
- Safety Concerns (i.e.: fumes, unidentified leak, or identified leaks of a hazardous nature, eyewash station out of service, electrical shock hazards, etc.)
- Hazardous spills, overflows, or leaks that could post a threat to the environment.
- Out of Spec Conditions (temperature, RH, pressure, or particle count) for critical areas (collections storage, production, labs and datacenter.)
- Plumbing problems in any critical area.
- Any condition that puts the AOC mission at risk.
- Snow and ice on pedestrian pathways.

Priority 2

Immediate response with emergency notification to; COR and Key Managing Contractor staff. To be corrected within 24 hours. Examples:

- Any water leak above or in the immediate vicinity of critical areas.
- Electrical problems in high visibility or high use areas (cafeteria, conference rooms or corridors.)
- Re-lamp of lights on the emergency power circuit.
- Non-critical plumbing concerns (i.e.: water line leak in any area causing small amounts of water to accumulate.)
- Building Automated Systems Alarms (i.e.: HVAC, filters, water supply system, etc.)
- Security concerns (i.e.: exterior doors, alarms, perimeter fence or gate.)
- Safety concerns: (tripping/slipping hazards.)
- Elevator problems (operations, lighting or other.)
- Faulty gauges, sensors or monitoring equipment.
- Cafeteria Counter Equipment.
- Clogged rest room drains.
- Snow and ice removal from roadways and parking areas.

Priority 3

Respond within 4 hours, fix within 24 hours. Examples:

- Hot/Cold calls (non critical areas.)
- Eyewash Service (when there are other eyewashes in an area to use.)
- Leaks or condensation.
- Interior doors not securing.

SECTION J
ATTCH J-8
FACILITIES PRIORITY CODES

- Ceiling leaks in non critical areas.
- Electrical repairs in non critical areas.
- Technician generated service work.
- Non-critical security/safety concerns.
- Re-lamping in critical areas.
- Investigate IAQ complaints.

Priority 4

Respond within 4 hours, fix within 48 hours. Examples:

- Scheduled MEP OAT/FAT acceptance tests (inspections.)
- Non-critical plumbing repairs
- Site/grounds maintenance concerns.
- Technician generated scheduled service work.
- Re-lamp or replace ballast in non-critical areas.
- Clean vents.

Priority 5

Respond within 4 hours, fix within 5 days. Examples:

- Maintenance technician requested/generated service work.
- Office re-lamp or lens cleaning.
- Non-security door repairs lock changes.
- Roadway and parking area repairs.
- Repairs to building finishes in high visibility or high use areas

Priority 6

Respond within 4 hours, fix within 10 days. Examples:

- Remove/repair furniture
- Scheduled re-lamping in critical areas (no impact to operations.)
- Ceiling tile replacements.

Priority 7

Respond within 8 hours, fix within 30 days. Examples:

- Technician generated scheduled work on system repairs.
- Customer requested scheduled projects.
- Re-lamp common area.
- Patch/paint/drywall repairs.

SECTION J
ATTCH J-8
FACILITIES PRIORITY CODES

- Repairs to other building components or finishes in non high visibility or high use areas.

Priority 8

Per due date/scheduled projects or jobs. Examples:

- Scheduled maintenance work by specific due date or special event.
- Infrastructure repair orders.

Priority 9

Small projects services per due date/scheduled job date. Examples:

- Facility additions or alterations.
- Building system modification.
- New painting or complete repainting of areas.
- Retrofitting/renovations.
- Engineering studies.
- Layout/planning.
- Construction Management.

Priority 10

Monthly planned work orders. Examples:

- Work orders generated to cover routine operations with are not placed on the preventive maintenance schedule. (i.e.: rounds, training, administration work, system monitoring)

Note: All days for response/fix times denote calendar days.

SECTION J: ATTCH--- J-9

DAILY (As Needed)

- > Daily Coordination Meetings between Program Manager and COTR.
- > Incident Reports (accidents, hazmat or hazwaste spills, security issues, elevator malfunctions, damage to Government property, etc.)
- > Out of Spec Conditions in Critical Areas.
- > Critical Systems Outages.
- > Utility Interruptions.
- > Overdue Emergency or Urgent Daily Work Orders (DWO).
- > Indoor Air Quality (IAQ) complaints/resolutions.
- > Burn permits
- > Key requests

WEEKLY

- > Temperature/Relative Humidity Trend Charts (for critical areas.)
- > Overdue PM List.
- > Overdue DWO List (by priority.)
- > DWO Over 30 Days Old List.
- > Planned Work Schedule.
- > Life Safety System Testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- > Completed Q.C. Reports/Checklists.
- > Copy of Engineer's Log
- > Copies of Shift Tour Log
- > Copies of Employee Sign-in Sheets
- > Copies of Contractor's Sign-in Sheets
- > Copies of Critical Equipment Tour Log Sheets

MONTHLY

- > Virginia Department of Health Water Sampling Test Results (as required.)
- > Non domestic water usage (cooling tower, steam boiler, and irrigation.)
- > Current list of suppliers and subcontractors along with contact info.
- > Random material and spare parts audit results.
- > Emergency generator test results.
- > Life Safety System testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- > Monthly Metrics and Measurements Meeting.

QUARTERLY

- > Virginia Department of Health Water Quality Test Results (as required.)

SECTION J: ATTCH--- J-9

- > Life Safety System testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- > Continuous Process Improvement Status.

SEMI-ANNUAL

- > Virginia Department of Health Water Quality Test Results (as required.)
- > Life Safety System testing as required by NFPA 17, 17A and 25, and Factory Mutual.

ANNUAL

- > Life Safety System testing as required by NFPA 17, 17A and 25, and Factory Mutual.
- > Virginia Department of Environmental Quality Water Withdrawal Report per 9 VAC 25-200-10 (one per well.)
- > Virginia Department of Health Water Quality Test Results (as required.)
- > Virginia Department of Health Cross Connection Control Testing Results.
- > Emergency generator test results.
- > Material and Spare Parts Inventory Results.
- > Government Furnished Equipment Inventory.
- > IAQ Survey Results Report.
- > Customer Satisfaction Survey Results and Analysis.
- > State of Facilities Report.

ATTCH J-10 METRICS AND MEASUREMENTS

Requirement: Monthly Metrics and Measurements Meeting

Format: Power Point Presentation with Color Hard Copy Handouts

Conducted by: Contractor Program Manager

Minimum Metrics:

- Safety Performance: OSHA incident rates (monthly, yearly and each year on the project.)
- Safety Performance: OSHA or internally identified citations.
- Safety Training: Training required and status of completion.
- Safety Related Work Orders: Status of safety related action items.
- Safety Inspections: Status of safety related inspections.
- Staffing: Current org chart, turnover rate and status of personnel actions.
- General Training: Hours completed vs. scheduled hours worked.
- Financial Status: Budget, committed and invoiced \$ by contract line item for the month and cumulative for the fiscal year.
- Financial Status: Operating cost per SF for the site (COR to provide utility cost data.)
- Procurement Operations: Number of material orders placed and cost.
- Procurement Operations: Number of subcontracts issued and cost.
- Procurement Operations: Number of delivery orders placed and cost (snow removal)
- Logistics: Number of parts in and value of the crib.
- Logistics: Monthly parts crib inventory results (# of discrepancies and dollar value.)
- O&M: DWO summary for all areas (received, completed, open and overdue.)
- O&M: DWO summary by area (mechanical, electric/I&C, plumbing, general, & grounds)
- O&M: DWO closure time by priority code.
- O&M: DWO % call backs.
- O&M: PM work order summary for all areas (generated, completed, overdue, and on hold.)
- O&M: PM work order summary by area (mechanical, electric/I&C, plumbing, general, & grounds.)
- O&M: PM and DWO % comparison (number completed and labor hours)
- O&M: Predictive maintenance testing (scheduled vs. performed.)
- O&M: Predictive maintenance repairs (performed vs. pending.)
- O&M: Incident summary (critical systems shut downs)
- O&M: Out of spec conditions/system uptime (% of time)

ATTCH J-10
METRICS AND MEASUREMENTS

- O&M: BAS faulty alarms.
- O&M: IROs (received, completed, open and overdue.)
- O&M: Water usage.
- O&M: Electricity usage.
- O&M: Generator run time & fuel oil usage.
- O&M: Gas usage.
- Small Projects: Small projects (received, completed, open and overdue.)
- Small Projects: Open small projects by phase (evaluation, design, const. etc.)
- Small Projects: Numbers of completed projects by dollar value.
- Small Projects: Cost and schedule performance.
- Quality Control: Customer Satisfaction Survey results (#sent, received and % satisfied.)
- Quality Control: Results of internal quality control checks.
- Continuous Improvement Process: Action items planned vs. completed.
- Cost Savings: Contractor generated cost savings to Government.

Note: 12 Month reporting cycle to coincide with AOC fiscal year (10/1 TO 9/30)

ATTCH J-11
AOC PROHIBITED MATERIALS LIST

The following materials are prohibited from use and will not be brought on site:

1. Oil-based paints or varnishes, modified alkyd paints.
2. Any material that emits formaldehyde (urea, phenol, resorvinol, formaldehyde), including, but not limited to, plywood, particle board, hardboard, and plastic laminates.
3. Acid-curing silicones, sealants and adhesives.
4. Vinyls, including, but not limited to, unstable chlorine-containing polymers (i.e. polyvinyl chloride, and Saran).
5. Polyurethane-based products, including, but not limited to, paints, varnishes, and foams.
6. Asbestos, sulphur, and lead-containing materials.
7. Cellulose nitrate containing materials (i.e. lacquers and adhesives).
8. Cellulose acetate-containing fabrics and films.

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross | Wage Determination No.: 2005-0284
Director | Division of | Revision No.: 1
Wage Determinations | Date Of Last Revision: 09/06/2005

State: Virginia

Area: Virginia County of Manassas

Employed on the U.S. Capital contract for Operational and Maintenance Services in Manassas, VA.

Collective Bargaining Agreement between PM Services Company and International Union of Operating Engineers Local 99-99A, AFL-CIO effective August 1, 2005 through July 31, 2009.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Received: from wsmtprelay.aoc.gov
 ([172.19.6.1])
 by aoc.gov; Tue, 06 Sep 2005 16:11:40 -0400
 Received: from mail.aoc.gov (192.137.4.10) by wsmtprelay.aoc.gov (LSMTP for Windows NT v1.1b) with
 SMTP id <0.00209B66@wsmtprelay.aoc.gov>; Tue, 6 Sep 2005 16:14:25 -0400
 Received: from bkupgw.dol-esa.gov (199.200.254.1)
 by mail.aoc.gov with ESMTP; 06 Sep 2005 16:08:38 -0400
 X-SBRS: 1.7
 X-MID: 1928856
 X-BrightmailFiltered: true
 X-Brightmail-Tracker: AAAAAA==
 X-IronPort-AV: i="3.96,172,1122868800";
 d="txt"?scan'208"; a="1928856:sNHT18373672"
 Received: from hawk.esa.dol.gov (hawk [199.200.192.7])
 by bkupgw.dol-esa.gov (8.11.6/8.11.6) with ESMTP id j86K8bn09486
 for <chorne@aoc.gov>; Tue, 6 Sep 2005 16:08:37 -0400
 Received: from Liza (eswhxnoxxfpljw.esa.dol.gov [172.18.26.25])
 by hawk.esa.dol.gov (8.10.0.B10p2/8.8.5) with SMTP id j86K8bq24826
 for <chorne@aoc.gov>; Tue, 6 Sep 2005 20:08:37 GMT
 Date: Tue, 6 Sep 2005 20:08:37 GMT
 Message-Id: <200509062008.j86K8bq24826@hawk.esa.dol.gov>
 From: Liza Wade<wade.liza.j@dol.gov>
 To: chorne@aoc.gov
 Subject: SF98 # 0035633 Request
 X-Mailer: Liza Wade
 Reply-To: wade.liza.j@dol.gov
 Mime-Version: 1.0
 Content-Type: multipart/mixed; boundary="=====54535ifubmc====="

-----54535ifubmc-----
 Content-Type: text/plain; charset=us-ascii

The attached WD(s) answer your SF98 request.

2005-0284,1

-----54535ifubmc-----
 Content-Type: application/octet-stream; name="200502841.txt"
 Content-Transfer-Encoding: base64
 Content-Disposition: attachment; filename="200502841.txt"
200502841.txt

200502841

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-0284
Revision No.: 1
Date of Last Revision: 09/06/2005


State: Virginia

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STANDARD FORM 98 ELECTRONIC VERSION  U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION		NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE		Rev. Feb. 1973 1. Notice No. 35633 8/12/05								
Procurement Type Request for Proposal		Name of Organization ARCHITECT OF THE CAPITOL										
2. Estimated Solicitation Date 08/05/2005		3. Estimated Date Bids or Proposals to be Opened or Negotiations Begun 08/05/2005		4. Date Contract Performance to Begin 08/12/2005								
5. Places of Performance 1. Manassas, VA												
6. Services to be performed Other		Description of Services to be Performed OPERATIONAL AND MAINTENANCE SERVICES FOR THE ALTERNATE COMPUTER FACILITY--MANASSAS, VA										
7. Information about performance Services Now Performed by Contractors												
8a. Name and address of incumbent contractor Number of Contractors: 1 #1 Name: PM SERVICES COMPANY Address: 2220 CENTRAL AVENUE City: ST PETERSBURG State: FL Zip: 33712												
8b. Year and Sequence Number of any wage determinations in incumbent's contracts Number of Wage Determinations: 1 <table border="1"> <thead> <tr> <th></th> <th>Year</th> <th>Sequence Number</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>2005</td> <td>2103</td> </tr> </tbody> </table>						Year	Sequence Number	#1	2005	2103		
	Year	Sequence Number										
#1	2005	2103										
8c. Name of union if services are being performed under collective bargaining agreements Number of Unions: 1 Union #1: LOCAL 99-99A, AFL-CIO												
9. Official Submitting Notice First Name: CAROLYN Last Name: HORNE Email: CHORNE@AOC.GOV Phone: 202-226-1940 Ext: Fax: 202-225-3221 Date: 8/12/2005		10. Department, Agency, Bureau, or Division U.S. Capital 11. Name and address of contact person Name: CAROLYN HORNE Address: AOC, FHOB-2ND & D ST., SW. (ROOM H2-263) City: WASHINGTON State: DC Zip: 20515										
Non Standard Occupations Number of Non-Standard Occupations: 11 <table border="1"> <tbody> <tr> <td>#1</td> <td>Position: PROJECT MANAGER Description: OVERALL SUPERVISOR</td> <td>Number of Employees: 1</td> <td>Hourly Wage: 32.95</td> </tr> <tr> <td>#2</td> <td>Position: CHIEF ENGINEER (1ST CLASS LICENSE) Description: ASSIST/ACT FOR PROJ MGR; PERFORM WORK OF ALL TRADES; PLANS, SCHEDULES, ASSIGNS ACTIVITIES OF PERSONNEL ENGAGED IN WORK EFFORT</td> <td>Number of Employees: 1</td> <td>Hourly Wage: 32.50</td> </tr> </tbody> </table>					#1	Position: PROJECT MANAGER Description: OVERALL SUPERVISOR	Number of Employees: 1	Hourly Wage: 32.95	#2	Position: CHIEF ENGINEER (1ST CLASS LICENSE) Description: ASSIST/ACT FOR PROJ MGR; PERFORM WORK OF ALL TRADES; PLANS, SCHEDULES, ASSIGNS ACTIVITIES OF PERSONNEL ENGAGED IN WORK EFFORT	Number of Employees: 1	Hourly Wage: 32.50
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#3	Position: LEAD ENGINEER	Number of Employees: 1	Hourly Wage: 26.56
	Description: ASSIST CHIEF ENGINEER & PROJ MGR IN SUPERVISING EMPLOYEES COVERED UNDER THE CBA IN PERFORMING VARIOUS WORK RESPONSIBILITIES		
#4	Position: TOUR WATCH ENGINEER	Number of Employees: 1	Hourly Wage: 26.56
	Description: OPERATES/MAINTAINS THE ASSIGNED FACILITY AND ALL RELATED SYSTEMS/COMPONENTS. PERFORMS TOURS OF AREA, EQUIPMENT		
#5	Position: HVAC MASTER TECHNICIAN	Number of Employees: 1	Hourly Wage: 26.56
	Description: HOLDS A CURRENT MASTER HVAC LICENSE FROM STATE OF VA; PERFORMS INSTALLATION, SCHEDULED AND UNSCHEDULED MAINTENANCE		
#6	Position: MAINTENANCE MECHANIC CFC UNIVERSAL	Number of Employees: 1	Hourly Wage: 22.77
	Description: PERFORMS MAINTENANCE AND REPAIR OF ALL EQUIPMENT		
#7	Position: MASTER ELECTRICIAN	Number of Employees: 1	Hourly Wage: 26.56
	Description: HOLDS A CURRENT MASTER ELECTRICIANS LICENSE FROM STATE OF VA; PERFORMS INSTALLATION, SCHEDULED,AND UNSCHEDULED MAINTENANCE SERVICES		
#8	Position: ELECTRICIAN	Number of Employees: 1	Hourly Wage: 22.77
	Description: MUST HOLD A CURRENT VIRGINIA JOURNEYMANS LICENSE,PERFORMS ALL ELECTRICAL TRADES FUNCTIONS NECESARY		
#9	Position: GENERAL MAINTENANCE WORKER	Number of Employees: 1	Hourly Wage: 18.98
	Description: ASSISTS ENGINEERS AND MECHANICS; PERFORMS GENERAL MAINTENANCE AND REPAIR OF BUILDING SURFACES, MECHANICAL, ELECTRICAL,		
#10	Position: UTILITY WORKER	Number of Employees: 1	Hourly Wage: 11.93
	Description: SERVES AS HELPER TO HIGH GRADE CLASSIFICATIONS, WORK IS PERFORMED UNDER DIRECT SUPERVISION OF HIGHER GRADE PERSONNEL		
#11	Position: PRODUCTION CONTROL CLERK/ADMIN ASST	Number of Employees: 1	Hourly Wage: 18.00
	Description: PERFORMS ALL ADMINISTRATIVE DUTIES FOR PM INCLUDING PREPARING WEEKLY PLANNED MAINTENANCE WORK ORDERS		

15. Comments

ATTACHED IS A COPY OF CBA AGREEMENT BETWEEN PM SERVICES COMPANY AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 99-99A, AFL-CIO. PM SERVICES COMPANY REQUESTS THAT THIS CBA BE INCORPORATED INTO THE CONTRACT BETWEEN THE ARCHITECT OF THE CAPITOL AND PM SERVICES COMPANY. ARCHITECT OF THE CAPITOL CONTRACT NO. AOC05C0094 WAS AWARDED 5AUG05 WITH A BASE PERIOD WHICH ENDS ON 7OCT05 AND HAS TWO 6-MONTH OPTIONAL PERIODS WHICH ENDS 7OCT06.

RESPONSE TO NOTICE

Your Request Number:

35633


has been submitted. Your request is being processed.
You should receive a response within 5 business days.

PRINT**SUBMIT ANOTHER SF98**

For help with the SF-98 Form please contact the
Wage and Hour Division at (202) 357-0600.

To check the status of your SF-98 request(s), please
contact the Wage and Hour Division at (202) 693-0097.

Representatives are available Monday through Friday from 8 AM until 5 PM EST

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U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

TT

AGREEMENT

between

PM SERVICES COMPANY

for

**Architect of The Capitol
Manassas Data Center**

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 99-99A, AFL-CIO**

August 1, 2005-July 31, 2009

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Agreement Between IUOE, Local 99 and PM Services Company for Architect of the Capitol - Manassas Data Center

Term: 8/1/05-7/31/09

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AGREEMENT

This Agreement is by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Maryland State and District of Columbia AFL-CIO, Virginia State AFL-CIO, and the Metropolitan Washington Council, AFL-CIO, party of the first part (herein referred to as the Union) and

**PM SERVICES COMPANY
EMPLOYER AT
Architect of the Capitol
Manassas Data Center**

party of the second part (hereinafter referred to as the Employer). The Employer and the Union hereby agree to be bound by the terms and conditions set forth hereinafter, and further agree that this Agreement shall be binding upon the Employer and the Union.

For the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Representation: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment for its employees employed at the Data Center in Manassas.

Section 1.2. Jurisdiction: All employees in positions referred to in Article I, Section 1.6 of this Agreement.

Section 1.3. Union Membership: In accordance with the provisions of the Labor-Management Relations Act of 1947, all employees covered by this Agreement shall, within thirty (30) days from and after the effective date of this Agreement, as hereinafter set forth, or within thirty (30) days after their employment during the term of this Agreement, become members of the Union and retain such membership during the period of this Agreement.

This obligation shall not apply to an employee employed in a jurisdiction in which enforcement of the provision would be in conflict with State, Federal or other applicable law.

Section 1.4. Probationary Period: The first ninety (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 1.5. Good Standing: Subject to the provisions of the Act, the Employer within five (5) working days after receipt of written notice from the Union, may discharge any employee who is not in good standing in the Union as defined in the Act and as required by the Article I, Section 1.3.

Section 1.6. Operation/Maintenance: The jurisdiction of the Union shall extend over the operations, maintenance and repair of:

- (a) All boilers, their accessories and appurtenances.
- (b) All fired or unfired pressure vessels and vacuum systems.
- (c) All refrigeration and air conditioning machines and their associated equipment including maintenance and repair of cold storage spaces.
- (d) All plumbing and piping including water, gas, heating, steam, and sanitation systems.
- (e) All electrical appliances and fixtures including lamping.
- (f) All emergency power equipment.
- (g) All electric motors, generators, circuits and switch gear.
- (h) All machinery and equipment used in the production and for health and comfort of the Employer's business and personnel.
- (i) Any and all equipment and building systems or structural components covered under the terms of the Employer's contract for the operation and maintenance of the Data Center in Manassas.
- (j) It is expressly agreed that the jurisdiction of the Union shall include any and all on-site monitoring, operation, or control of any of the equipment or systems listed above, including Energy Management Systems of any kind or description.

It is further agreed that, after consulting with the Union, any repairs or maintenance which, in the opinion of the Employer, are beyond the scope of the employees covered herein to perform, are exempted from said jurisdiction.

Section 1.7. Duties and Classifications: The scope of duties of the classifications of employees is listed in Exhibit "B" of this Agreement.

The Chief Engineer shall be in complete charge of the unit of the Employer to which he/she is assigned and under the direct supervision of the Project Manager.

Also, the Project Manager shall be in complete charge of all employees covered under this collective bargaining unit.

Section 1.8. New Hires: Should the Employer apply to the Union business office for new help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, age sex, national origin or membership or non-membership in the Union. The Employer agrees to notify the Union of the names and addresses of any new employees no later than fifteen days from their date of employment.

Section 1.9. Union Access: The Business Manager and/or Business Representatives of the Union shall be permitted access to the engine room, boiler room, or any section of the building where employees covered by this Agreement may be working. The scheduling of these visits will be coordinated by the Employer and provided with an escort.

Section 1.10. Employee Qualifications: In determining the qualifications of new employees, the Employer may require the applicant to be mentally and physically capable and competent to protect the best interests of the Employer. The Employer shall have the final decision as to the qualifications of the employee.

Section 1.11. Notification of Union Membership: The Union shall notify the Employer when a new employee has become a member of the Union. Such notification shall be in writing and accompanied by a signed dues deduction card and delivered to the Employer within ten (10) working days from the effective date of Union membership.

Section 1.12. Equal Opportunity: It is the policy and practice of both PM Services Company, and the Union to provide Equal Employment Opportunity to all persons without regard to race, color, religion, sex, national origin, disability or age as defined in applicable Federal and State laws. This includes hiring, assigning, training, promotions, transfers, terminations, compensation, employee benefits, and all other conditions of employment.

ARTICLE II

WAGES, HOURS, AND OVERTIME

Section 2.1. Workday Definition The workday shall normally consist of eight (8) hours without a specific or designated meal break. Meals will be eaten on the premises during the workday at the time and location designated by the Company.

Section 2.2. Overtime: All time worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) calendar week shall constitute overtime and shall be compensated at one and one-half (1 ½) times the basic rate. All overtime, unless it is an emergency, is to be approved by the Employer's corporate headquarters in advance.

Section 2.3. Days Off: Whenever possible, each employee shall have two (2) consecutive days off in each seven (7) day period. It is recognized that days off will change as shifts change at the discretion of the Employer. Should an employee be required, for the benefit of the Employer, to work on the first of his assigned days off, he/she shall be compensated at the overtime rate of one and one-half (1 ½) times his/her base rate pay; if they are required to work on their second consecutive assigned day off, they shall be compensated at two (2) times their basic rate of pay. There will be no pyramiding of overtime. No employee shall receive overtime pay unless authorized by the Employer.

Section 2.4. Call Back: In the event an employee is called back to work for any reason (other than for negligence on his/her part) after having completed his/her regular shift, he/she shall receive not less than four (4) hours pay for same, calculated at one and one-half (1 ½) times the basic rate of pay. An employee shall not be deemed to have been called back under the provisions of this section unless he/she had punched out his/her time card and physically departed the premises.

Section 2.5. Work Schedule: A work schedule will be posted by the Employer two (2) weeks in advance.

Section 2.6. Part-time Employees: It is recognized and agreed that the Employer may hire employees to work less than thirty-two (32) hours in a scheduled workweek. Part-time employees may not be used to reduce the hours worked by the Full-time employees below forty (40) hours in a workweek or eighty (80) hours in a pay period. Part-time employees shall receive overtime pay for all time worked in excess of twelve (12) hours in one day or thirty-two (32) hours in one week.

Part-time employees may be used to cover shifts or fill in for full-time employees who are absent from work. Should a full-time vacancy become available, part-time employees shall be considered for the position. Nothing in this agreement shall constitute a guarantee of a certain schedule or a minimum or a maximum of hours.

Part-time Employees are entitled to the following benefits:

- (a) In lieu of health and welfare benefits, each part-time employee shall be paid two dollars (\$2.87) per hour worked above the wage rate shown in "Exhibit A" of the current Agreement.
- (b) Part-time employees shall have pension contributions made on their behalf to the Central Pension Fund for all hours worked as set forth in "Exhibit A" of the current Agreement (not to exceed forty hours per week).
- (c) Part-time employees that work on a holiday shall be paid their regular wage plus holiday pay.
- (d) All other benefits (i.e. sick leave, vacation, jury duty, and funeral leave) shall be paid on a "pro-rata" basis.
- (e) J.A.C. contributions shall be made according to "Exhibit A" of the current Agreement.

Section 2.7. Shift Differential: When the majority of hours worked fall between 6:00 p.m. and 6:00 a.m. a shift differential of fifty cents (\$0.50) per hour shall apply to all hours worked in addition to their regular hourly rate. Shift differential will not be paid on overtime assignments, callbacks or absentee relief work. Shift differential will not be paid on paid sick leave or vacation.

ARTICLE III

VACATIONS, HOLIDAYS AND SICK LEAVE

Section 3.1. Vacation: Each employee covered by the terms of this Agreement, who has worked continuously in the employ of the Employer for the following periods, shall be entitled to vacation as shown below. The vacation "qualifying" and "take" periods shall be from the employee's anniversary date of hire to anniversary date of hire.

All regular, full-time employees covered by the terms of this agreement, who have worked continuously in the employ of the Employer, shall be entitled to vacation as reflected below:

After six (6) months service	One (1) week vacation
After one (1) year service	Two (2) weeks vacation
After three (3) years service	Three (3) weeks vacation
After ten (10) years service	Four (4) weeks vacation

- a. Eligibility. Each employee covered under the terms of this Agreement is entitled to vacation based on his/her length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work.
- b. Unused Vacation. Any unused vacation can carry over to the following calendar year up to a maximum of fifteen (15) days. Excesses over this amount shall be paid to the employee on or about each anniversary of his/her hire date. The Employer shall approve requests for vacation. Provided, however, that in all events employees must take at least one week (five days) of paid vacation per calendar year.
- c. Pay Periods. Vacation will accrue to the employee pro-rata over the year based upon the number of hours paid [up to a maximum of forty (40) hours per week]. For purposes of accrual rates, there shall be no less than twenty-six (26) pay periods in one (1) calendar year
- d. Vacation and an Incumbent Contractor. PM Services Company will be responsible for all vacation earned through each employee's last anniversary date and will make cash settlements for fifteen (15) days or less to employees who have unused vacation time to their credit at the end of the Government contract. Accrued vacation on the vacation

record between the employee's last anniversary date and contract end will be assumed by the successor contractor.

If the employee's termination is voluntary and his vacation balance is negative, the negative hours will be deducted from his final paycheck. Vacation may be taken one day at a time. The time for taking paid or unpaid vacation shall be approved by the Company in advance.

The employee is entitled to take (2) weeks of vacation only if they have not used (1) week of vacation after six (6) months. Vacation pay shall be forty (40) hours straight time pay per week of vacation at the rate in effect on the employee's anniversary date. Should a recognized holiday occur during an employee's vacation, they shall receive an additional day's vacation with pay

Section 3.2. Holidays: The following holidays shall be recognized and all eligible, regular full-time employees shall receive eight (8) hours of pay at his base rate of pay.

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Martin Luther King's Birthday

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Labor Day

- (a) In weeks during which a holiday occurs on a scheduled workday and an employee is assigned off duty, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1 ½) times the basic rate.
- (b) If an employee works on any of these holidays, he/she shall be paid one and one-half (1 ½) times the basic rate for all hours worked, in addition to holiday pay. No employee shall be assigned to work less than six- (6) hours on a holiday.

Section 3.3. Sick Leave: Each full time employee covered under the terms of this Agreement shall be entitled to sick leave as indicated below:

Effective 12/1/2003
*7 days

*(3) Three additional sick days will be re-classified as personal days

Sick leave will accrue to the regular full-time employee, pro-rata, over the year, based upon the number of regular hours paid (up to a maximum of forty (40) hour per week). Such Sick Leave is intended for absences due to an employee's illness or injury only and is not to be used as absences due

due to personal reasons or the extension of additional vacation, or holiday leave. After the third (3rd) single day, in one (1) calendar year, the Company may require proof of illness be furnished by the employee's licensed physician.

Employees may accrue a maximum of twenty-one (21) sick days. When twenty-one (21) sick days have been accumulated, up to five (5) days sick leave may be paid out to an employee at the regular straight-time rate at the end of each anniversary year.

Section 3.4. Leave of Absence: If an employee is unable to work for an extended time due to a physician-certified medical disability, that employee may be granted a medical leave of absence not to exceed four (4) months total, including paid and unpaid time. No employee may exceed a total of four (4) months leave of absence during any twelve (12) month period. Employee reinstatement will be based upon job availability.

Section 3.5. Personal Days: Each full-time employee shall receive three (3) Personal Days on their Anniversary date of hire annually. A Personal Day must be requested in advance and in writing when possible at least two (2) working days in advance of the date of the time off requested.

ARTICLE IV

HEALTH, WELFARE & PENSION BENEFITS

Section 4.1. Central Pension Fund: The Employer agrees to contribute for all covered employees, to the Central Pension Fund of the International Union of Operating Engineers, the amounts listed below:

Effective 8/01/05	Effective 8/01/06	Effective 8/01/07	Effective 8/01/08
\$2.75 per hour	\$3.00 per hour	\$3.25 per hour	\$3.50 per hour

For the purposes of calculating amounts due the Central Pension Fund, total hours paid, except for leave without pay, up to a maximum of forty (40) hours per week and a maximum of two thousand and eighty (2080) hours per year, shall be the basis of contributions. Payments to the Central Pension Fund shall be due and payable monthly.

Section 4.2. Health Coverage: The Employer agrees to make contributions, as listed below, for all eligible, regular full-time employees and their dependants covered herein under the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A to cover hospitalization, eye, dental care and supplementary coverage.

Coverage	Effective 8/01/05	Effective 1/01/06	Effective 1/01/07	Effective 1/01/08
Family	\$717.00	\$777.00	\$844.00	\$915.00
Single	\$325.00	\$350.00	\$380.00	\$413.00

In the event the contribution by the Employer is less than the required contribution rate, as determined from time to time by the Trustees of the Local 99-99A Plan, the Employer shall have the right to and will deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the plan cost as determined by the Plan Trustees.

The contribution by the Employer together with the amount withheld from the employees pay shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event there is a decrease in the premium of the Health and Welfare Plan during the term of this agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund of each eligible employee.

ARTICLE V

SENIORITY, VACANCIES, AND LAYOFF

Section 5.1. Seniority: Seniority shall not be applicable during the first ninety (90) day probationary period of employment. However, upon completion of such probationary period, seniority shall relate back to the employee's most recent date of employment.

Seniority shall apply to layoff and rehire provided the employees remaining on the job are able to perform the work satisfactorily.

In filling vacancies seniority shall prevail:

- (1) Provided the employee has the ability and qualifications to perform the work satisfactorily,
- (2) Provided the more senior applicant is as qualified or more qualified than other bargaining unit applicants, and
- (3) Provided further that the Employer can first obtain a replacement of an employee seeking to change shift in accordance with this paragraph who, in the sole discretion of the Employer, is capable of filling the vacancy created by the shift change.

Seniority shall be terminated and the Employer-employee relationship shall be severed by any of the following:

- (1) Voluntary Quit

- (2) Discharge for Cause
- (3) Layoff for lack of work for more than six (6) months or length of service, whichever is the lesser
- (4) After the second (2nd) incident of failure to call and report absence to management
- (5) Failure to return to work within five (5) working days following Notice of Recall. A copy of the Notice of recall shall be sent to the Union
- (6) One (1) year or length of service, whichever is the lesser, due to absence for illness or injury

Section 5.2. Vacancies: Position vacancies shall be posted in each location for seven (7) calendar days. Qualifications for the vacant position shall appear on the posting and shall be based on job requirements. All postings shall indicate the date of posting and shall include the normal shift(s), days of week and number of currently scheduled hours.

The Employer, in good faith, and subject to efficient operations, should use its best efforts to release successful bidders to its new positions within thirty (30) days.

Section 5.3. Employee Qualifications: Decisions regarding new hires, promotions and transfers will be based upon the applicant's qualifications for that job. The Employer agrees to give each applicant consideration. In the event two (2) or more applicants are judged by the Employer to have the same relative qualifications, then seniority within the bargaining unit will be the determining factor.

Before selecting an outside applicant, the Employer shall first communicate with the Union and allow five (5) working days to afford it the opportunity to send an applicant to apply for the position. The Employer shall be the sole judge of the fitness of any applicant.

There will be a three (3) month trial period for applicants who are awarded new positions. In the event that, in the Employer's judgment, their performances are unacceptable, they may be returned to their old positions and pay rates within this trial period.

Section 5.4. Reduction in Force: The Employer shall give all accrued vacation pay in the event of a deduction in force.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Agreement between Employer and Employee: The Employer shall not enter into any agreement with any employee covered by this Agreement which conflicts with the terms of this Agreement.

Section 6.2. Military Service: Any employee covered by this Agreement, who involuntarily enters the military service of the United States of America during a war in which our Country is involved, shall be considered on Leave of Absence without pay and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service, so long as the Employer has retained the Contract on which he/she was originally hired and/or contract he/she was currently working on at the time of taking leave of absence.

Section 6.3. No Reduction: No employee shall suffer a reduction in salary or benefits as the result of this Agreement, but this shall not be held to apply to the result of any arrangement or reorganization of personnel or reduction in force or reclassification.

Section 6.4. Invalid Provision: In the event that any provision of this Agreement shall subsequently be determined to be unlawful or invalid, the remainder of this Agreement, not so determined to be unlawful or invalid, shall be unaffected thereby and shall remain in full force and effect and binding upon the parties hereto.

Section 6.5. Tools: The Employer will furnish all hand tools normally used by mechanics in their trade. Any tools and equipment issued to a employee by the Employer shall be the responsibility of the employee and the employee shall make the Employer whole for any damages or losses as a result of negligence.

Section 6.6. Jury Duty: All regular full-time employees actually serving on jury duty shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty for a maximum of ten (10) days. They will be expected to work their regularly posted schedule on days when the jury is not in session. Proof of jury duty service and payment therefore is required.

Section 6.7. Funeral Leave: It is recognized by the Company and the Union that five (5) consecutive days may be needed by an employee to attend the funeral service for a spouse, child, or parent of an employee. In the case of a death occurring of a brother, brother-in-law, sister, sister-in-law, legal guardian, grandparent, grandchild, stepchild, or parent-in-law, the employee may need three (3) consecutive days. If any or all of the three (3) or five (5) intervening days were scheduled working days, they shall be considered as an excused absence for which payment will be made. Employees shall not receive pay under this provision for scheduled days off.

Section 6.8. Orders and Instructions: All orders and instructions for engine room, mechanical repairs, and operations and maintenance shall be issued through the Chief Engineer or Project Manager. All hiring and discharges will be in accordance with company policy.

Section 6.9. Successors: This Agreement embodies the entire agreement between the Employer and the Union and shall insure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business and plants or in the direction of the working forces or to exercise any other lawful right. The Employer in the exercise of its rights, however, shall observe the provisions of this Agreement. The successors shall be required to assume the seniority the employees may have accumulated during their employment with the previous Employer.

Section 6.10. JAC Contribution: The Employer agrees to pay sixty (\$60.00) per quarter, per employee, to the Treasurer of the Joint Apprenticeship Trust Local 99-99-A, I.U.O.E.

Section 6.11. Uniforms: The Employer agrees to furnish the employees not less than seven (7) washable uniforms and one (1) outdoor winter jacket to be worn during working hours while on duty and assigned outdoor tasks. The Employee shall laundry the uniforms and maintain a clean and neat appearance.

Section 6.12. Drug Free Workplace: The Employer subscribes to a drug free workplace as described in the Employer's Policy and Procedures Manual and as required by the GSA contract.

Section 6.13. Education: The Employer will reimburse one-half the cost of trade related education courses with evidence of advance payment by the employee for the class and evidence of a passing grade, no less than "B", unless the course is a pass/fail type, which must have a "pass" grade. The total amount reimbursed to the employee shall not exceed two hundred dollars (\$200.00) annually.

Section 6.14. Site Closure by the Government: If during normal work hours the Government closes the site, and the Contracting Officer advises the Employer that they are released from staffing requirements, then those employees will be paid their normal rate for that period. Essential staff that must remain on site will be paid at time and one half (1½) their normal rate of pay.

Section 6.15. Outside Employment: The Company does not permit outside employment without the written permission of your supervisor after a review of the employment to insure it will not impair your job performance with PM Services Company. Such approval will not be unreasonable denied. You must advise your supervisor if you accept outside employment with anyone that does business with or competes with PM Services Company.

ARTICLE VII

GRIEVANCE AND ARBITRATION

Section 7.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 7.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date of the issue being grieved.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward.

If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 7.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

Section 7.4. Employee Discharge: The Employer reserves the right to discharge any employee for just cause, as described in the Employer's Harassment and Discipline Policy. No employee shall be discharged, except for serious disregard for company policy, unless he/she shall have been given warning notices, in writing. Whenever a warning notice is issued by the Employer, a copy of such notice shall be sent to the Union Business Manager.

Section 7.5. Disciplinary Warnings: All official disciplinary warnings against an employee's record shall be in writing and a copy thereof shall be given to the Union. In the event an employee goes for a period of twelve (12) consecutive months without receiving an official warning on the same subject, all previous warnings for that subject shall be removed from consideration of any proceedings which affect the status of the employee.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 8.1. During the term of this Agreement, there shall be no strike by the Union, nor shall there be any lockout of the employees on the part of the Employer.

ARTICLE IX

UNION DUES CHECK-OFF

Section 9.1. The Employer will deduct from the pay of the employees the union dues for all employees who belong to the Union. Such deduction, in an amount specified by the Union, shall be made upon receipt by the Employer of signed dues deduction authorization cards in a form agreed to by the Employer and the Union. Dues will be deducted from the paychecks of the Union members once a month and will be forwarded to the Union on a monthly basis following receipt of an authenticated invoice. The Employer must receive written notice to discontinue the withholding of union dues.

End of Article IX

ARTICLE X

TERM OF AGREEMENT

This Agreement shall be in full force and effect from the **1st day of August, 2005 to and including the 31st day of July, 2009** and shall be automatically renewed from year to year thereafter unless written notice is served by mail upon the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

PM SERVICES COMPANY

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 99-
99A, AFL-CIO

By: Ken M. Boyer

By: Michael J. Gurnea

Business Manager

Approved: 8-9-2005

Date: 8-11-05

By: Mark A. Sampson

President

By: Ray A. Lee

Recording Corresponding Secretary

EXHIBIT "A"

WAGES

The wages for the following classifications per hour shall not be less than:

Classification	Effective 8/01/05	Effective 8/01/06	Effective 8/01/07	Effective 8/01/08
Project Manager	\$1413.60 weekly	\$1470.00 weekly	\$1528.95 weekly	\$1590.00 weekly
Chief Engineer 1 st Class License	\$32.95	\$34.27	\$35.64	\$37.06
Lead Engineer	\$32.50	\$33.80	\$35.15	\$36.56
Tour/Watch Engineer Md 1 st or DC 3 rd	\$26.56	\$27.62	\$28.73	\$29.88
HVAC Master Technician	\$26.56	\$27.62	\$28.73	\$29.88
Maintenance Mechanic CFC Universal	\$22.77	\$23.68	\$24.63	\$25.61
Master Electrician	\$26.56	\$27.62	\$28.73	\$29.88
Electrician	\$22.77	\$23.68	\$24.63	\$25.61
General Maintenance Worker	\$18.98	\$19.73	\$20.52	\$21.34
Utility Worker	\$11.93	\$12.41	\$12.90	\$13.42
Production Control Clerk/Admin Asst.	\$18.00	\$18.72	\$19.47	\$20.24

The wages of the Apprentice Engineers shall be based on the Engineer's wage scale and shall be as follows:

- 50% for the first six months of apprenticeship
- 55% for the second six months of apprenticeship
- 60% for the third six months of apprenticeship
- 65% for the fourth six months of apprenticeship
- 70% for the fifth six months of apprenticeship
- 75% for the sixth six months of apprenticeship
- 80% for the seventh six months of apprenticeship
- 85% for the eighth six months of apprenticeship

The Apprenticeship shall be for a period of not more than four (4) years.

EXHIBIT "B"

CLASSIFICATIONS

Chief Engineer: To assist and act for the Employer's Project Manager in accomplishing tasks and duties in the performance and responsibilities required by the contract and the terms of the collective bargaining agreement. Performs the work of all trades required by the contract, as directed by the Employer's Project Manager. Plans, schedules and assigns activities of personnel engaged in maintenance and repair of electrical, mechanical, structural, and non-structural systems of all buildings. Inspects completed work for conformance to standards. Performs other duties as required or directed by management.

Lead Engineer: To assist the Chief Engineer and Project Manager in supervising employees covered under the Collective Bargaining Agreement and assisting them in performing their various responsibilities.

Tour/Watch Engineer: Operates and maintains the assigned facility and all related systems/components. Performs tours of areas and/or equipment as directed by management and required under the contract specification. Performs preventive maintenance, service calls, diagnostic services, incidental, minor and major repairs as required. Performs other duties as required or directed by management.

HVAC Master Technician: Must hold a current Master HVAC license from state of Virginia, to perform installation, scheduled and unscheduled maintenance and repair of all HVAC equipment as described in Article I Section 1.6.

Maintenance Mechanic: To perform maintenance and repairs to all equipment as defined in Article I Section 1.6 of the current Agreement for which he/she is qualified and trained. To perform any additional duties as assigned by the Chief Engineer and/or Project Manager.

Master Electrician: Must hold a current Master Electrician's license from state of Virginia, to perform installation, scheduled and unscheduled maintenance and repair of all electrical equipment as described in Article I Section 1.6.

Electrician: Must hold a current Virginia Journeyman's license, performs all electrical trades functions necessary to install, maintain and repair the fixtures, equipment and systems described in Article I Section 1.6.

General Maintenance Worker: Assists Engineers and Mechanics as directed, performs general maintenance and repair of building surfaces, mechanical, electrical and sanitary systems. Performs other duties as required or directed by management.

Utility Helper: Serves as helper to higher-grade classifications. Work is performed under the direct supervision of higher-grade personnel who provide verbal and written detailed instructions as to work methods and the proper use and care of tools. Performs other duties as required or directed by management.

PCC/Administrative Assistant: Performs all administrative duties for Project Manager. Including, but not limited to preparing weekly planned maintenance work orders, receiving and disbursing service orders, preparing end of the month reports, maintaining weekly expenditure log, performing other duties as required or directed by management.

GENERAL DECISION: **VA20030052** 05/05/2006 VA52

Date: May 5, 2006

General Decision Number: **VA20030052** 05/05/2006

Superseded General Decision Number: VA020052

State: Virginia

Construction Type: Building

Counties: Manassas Park*, Manassas* and Prince William in Virginia.

*INDEPENDENT CITIES

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	01/16/2004
2	04/02/2004
3	05/14/2004
4	06/18/2004
5	07/02/2004
6	07/09/2004
7	07/16/2004
8	09/17/2004
9	09/24/2004
10	10/29/2004
11	11/12/2004
12	04/01/2005
13	06/10/2005
14	06/24/2005
15	07/01/2005
16	07/22/2005
17	08/19/2005
18	08/26/2005
19	09/16/2005
20	11/04/2005
21	03/10/2006
22	05/05/2006

ASBE0024-001 03/01/2006

Rates

Fringes

Asbestos Worker/Heat and
Frost InsulatorIncludes the application
of all insulating
materials, protective
coverings, coatings and
finishes to all types of
mechanical systems.....\$ 25.88

12.88

ASBE0024-005 03/01/2006

Rates

Fringes

Fire Stop Technician

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.....\$ 20.94

6.09

 * ENGI0077-008 05/01/2006

Rates

Fringes

Power equipment operators:

Cranes (35 tons and above); Tower and Climbing

Cranes.....\$ 26.69

6.42+a+b

Cranes (Under 35 tons).....\$ 26.23

6.42+a+b

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY: Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 LABO0074-004 06/01/2005

Rates

Fringes

Laborer: Skilled (Including Concrete Laborers, Air and Power Tool Operators and Small Machine Operators).....\$ 18.03

3.12

 MARB0003-005 05/01/2005

Rates

Fringes

Tile Workers.....\$ 23.17

8.53

 PLUM0005-002 08/01/2005

Rates

Fringes

Plumber.....\$ 31.05 11.26+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-003 08/01/2005

	Rates	Fringes
Pipefitter/steamfitter (Including HVAC Work).....	\$ 30.27	12.02+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

* SHEE0100-011 07/01/2005

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 29.18	10.51

SUVA1996-001 06/26/1996

	Rates	Fringes
Bricklayer.....	\$ 16.55	
Carpenter (Including Drywall Hanging, Acoustical Ceiling Installation and Insulation Installation (Batt Only)).....	\$ 14.93	3.36
Cement Mason.....	\$ 14.75	
Drywall Finisher.....	\$ 15.00	
Glazier.....	\$ 12.15	.73
Ironworker, Reinforcing.....	\$ 17.75	
Laborers:		
General (Including Mason Tenders).....	\$ 9.17	
Pipelayers.....	\$ 11.99	
Painter, Brush, Spray and Roller (Excluding Drywall Finishing).....	\$ 12.50	
Power equipment operators:		
Backhoes.....	\$ 13.14	2.89
Bulldozers.....	\$ 13.00	2.00
Excavators.....	\$ 14.00	
Graders.....	\$ 13.00	2.00

Loaders.....	\$ 13.00	2.00
Scrapers.....	\$ 13.00	2.00

Roofer (including Built Up,
Composition and Single Ply)....\$ 13.07

Soft Floor Layer.....\$ 17.91

Sprinkler Fitter.....\$ 15.60

Tile Finisher.....\$ 9.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ATTACHMENT (J18) WORK ORDER PRICE LIST

Reimbursable Service Description	U/M	STRAIGHT TIME UNIT PRICING						OVERTIME UNIT PRICING					
		Time	ST Labor	ST Labor	ST Profit	ST Profit	ST	Overtime	Labor	Labor	OT Profit	OT Profit	Total OT
		Unit Price	Burden %	Burden Rate	%	\$	Rate	Unit Price	Burden %	Burden Rate	%	\$	Rate
Snow Removal Services*													
Heavy Equipment & Operator: Pavement Plowing/Treatment	MH												
Light Equipment & Operator: Sidewalk/Driveway Clearing/Treatment	MH												
Hand Work (Tools & Laborer): Entryway/Landing Clearing/Treatment	MH												
Reimbursable Maintenance and Construction Labor*													
Foreman	MH												
General Laborer	MH												
General Maintenance Worker	MH												
Equipment Operator	MH												
Carpenter	MH												
Carpenter's Helper	MH												
Concrete Finisher	MH												
Concrete Finisher Helper	MH												
Painter	MH												
Painter's Helper	MH												
HVAC Master Mechanic	MH												
HVAC Journeyman Mechanic	MH												
HVAC Mechanic Apprentice	MH												
Pipe Fitter/Welder, Master	MH												
Pipe Fitter/Welder, Journeyman	MH												
Pipe Fitter/Welder, Apprentice	MH												
High Purity Piping Specialist, Master Mechanic	MH												
High Purity Piping Specialist, Journeyman	MH												
Elevator Technician (CET)	MH												
Elevator Technician, Apprentice	MH												
Electrician, Master	MH												
Electrician, Journeyman	MH												
Electrician Apprentice	MH												
High Voltage Electrician, Master	MH												
High Voltage Electrician, Journeyman	MH												
Instrumentation & Controls Technician, NICET Level IV	MH												
Instrumentation & Controls Technician, NICET Level III	MH												
Instrumentation & Controls Technician, NICET Level II	MH												

ATTACHMENT (J18) WORK ORDER PRICE LIST

Reimbursable Service Description	U/M	STRAIGHT TIME UNIT PRICING						OVERTIME UNIT PRICING					
		Time	ST Labor	ST Labor	ST Profit	ST Profit	ST	Overtime	Labor	Labor	OT Profit	OT Profit	Total OT
		Unit Price	Burden %	Burden Rate	%	\$	Rate	Unit Price	Burden %	Burden Rate	%	\$	Rate
Snow Removal Services*													
Fire Alarm System Technician, NICET Level IV	MH												
Fire Alarm System Technician, NICET Level III	MH												
Fire Alarm System Technician, NICET Level II	MH												
Plumber, Master	MH												
Plumber, Journeyman	MH												
Plumber Apprentice	MH												
Reimbursable Professional Services Labor*	MH												
Project Manager	MH												
Senior Construction Manager	MH												
Junior Construction Manager	MH												
Senior Project Assistant	MH												
Junior Project Assistant	MH												
Senior Architect	MH												
Junior Architect	MH												
Senior Civil Engineer	MH												
Junior Civil Engineer	MH												

Reimbursable Service Description	U/M	STRAIGHT TIME UNIT PRICING						OVERTIME UNIT PRICING					
		Time	ST Labor	ST Labor	ST Profit	ST Profit	ST	Overtime	Labor	Labor	OT Profit	OT Profit	Total OT
Senior Structural Engineer	MH												
Junior Structural Engineer	MH												
Senior Mechanical Engineer	MH												
Junior Mechanical Engineer	MH												
Senior Process Engineer	MH												
Junior Process Engineer	MH												
Senior Electrical Engineer	MH												
Junior Electrical Engineer	MH												
Senior Fire Protection Engineer	MH												
Junior Fire Protection Engineer	MH												
Senior Instrumentation & Controls Engineer	MH												
Junior Instrumentation & Controls Engineer	MH												
Senior CAD Designer	MH												
Junior CAD Designer	MH												
Reimbursable Services Management Fee	U/M	Percentage											

ATTACHMENT (J18) WORK ORDER PRICE LIST

Reimbursable Service Description	U/M	STRAIGHT TIME UNIT PRICING						OVERTIME UNIT PRICING					
		Time	ST Labor	ST Labor	ST Profit	ST Profit	ST	Overtime	Labor	Labor	OT Profit	OT Profit	Total OT
		Unit Price	Burden %	Burden Rate	%	\$	Rate	Unit Price	Burden %	Burden Rate	%	\$	Rate
Snow Removal Services*													
Spare Parts, Materials, Equipment, Subcontractors, & Subconsultants	%												
AOC RFP NO. 060106													

* Note: If labor is subcontracted or subconsultant, unit price is total direct cost to the Managing Contractor and the other boxes remain unfilled. If labor is in-house, unit price reflects actual hourly rate paid to employee and management fee is included in the labor rate as shown in the profit column. All reimbursable hours billed must be time spent on site. The Contractor will not be reimbursed for travel time.

PAST PERFORMANCE QUESTIONNAIRE

AOC SOLICITATION NUMBER AOC060106

SECTION J-20

Dear Sir/Madam:

The Contractor listed below is being considered for a contract award by the Architect of the Capitol, Washington, DC. Your name has been provided as a customer reference regarding performance under a past contract with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. FAR prohibits the release of past performance evaluations to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individuals.

Your completion of this form will be greatly appreciated. UPON COMPLETION, PLEASE FAX THIS FORM TO: (202) 225-3221, ATTN: CAROLYN HORNE. Request that you respond to this request no later than 3:00 pm (Local time) July 14, 2006

PAST PERFORMANCE INFORMATION:

1. Contractor Name (Prime): _____
2. Project Title (insert whatever the project was): _____
3. Name: Agency/Company, POC _____ DATE: _____
4. Phone No.: _____ Fax No. _____
5. Address: _____
6. Position held or function in relation to project: _____

PAST PERFORMANCE QUESTIONNAIRE
AOC SOLICITATION NUMBER AOC060106
SECTION J-20

RATINGS: Please evaluate the contractor’s performance using the following ratings:

- “O” **Outstanding:** The Contractor’s performance clearly exceeded the contract requirements.
- “S” **Satisfactory:** The Contractor’s performance met the contract requirements.
- “M” **Marginal:** The Contractor’s performance met the minimum contract requirements but with difficulty.
- “U” **Unsatisfactory:** The Contractor’s performance was poor and/or did not satisfy contract requirements.
-

RATER: Please rate and provide supporting information for the following.
If the rating is Outstanding or Unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract’s minimum requirements. (Use additional sheets as needed).

1. The relationship between the contractor and owner’s contract team/Contracting Officer/COTR!

_____ RATING: _____

2. The contractor’s on-site management and coordination of subcontractors.

_____ RATING: _____

3. The contractor’s overall corporate management, integrity, reasonableness, and cooperative conduct.

_____ RATING: _____

PAST PERFORMANCE QUESTIONNAIRE

AOC SOLICITATION NUMBER AOC060106

SECTION J-20

4. Performance in meeting delivery/completion schedules:

_____ RATING: _____

5. What did the contractor do to improve scheduling problems, if any?

_____ RATING: _____

6. The contractor's quality control.

_____ RATING: _____

7. The contractor's performance in delivering quality work in accordance with the contract!

_____ RATING: _____

8. The contractor's ability to provide the required work at a reasonable total price.

_____ RATING: _____

9. The contractor's compliance with labor standards, if applicable.

_____ RATING: _____

10. The contractor's compliance with safety standards.

_____ RATING: _____

PAST PERFORMANCE QUESTIONNAIRE

AOC SOLICITATION NUMBER AOC060106

SECTION J-20

11. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain!

_____ RATING: _____

12. Would you award another contract to this contractor? If no, please state reasons for not recommending this contractor for additional work?

_____ RATING: _____

13. Was the customer satisfied with the services received?

_____ RATING: _____

14. Has the contractor been provided an opportunity to discuss any negative performance ratings? If so, what were the results?

_____ RATING: _____

15. Has the offeror filed any claims? _____ How many? _____ and to what extent? _____ Any outstanding claims/why? _____

16. Overall Rating: _____

17. Additional comments, please provide as necessary: _____

